

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President
Dr. Jesus Vega, Clerk
Mrs. Debra M. Cordes, Member
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, April 1, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER- VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 9128

Webinar ID: 535-942-841

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Vega ____, Madrigal Lopez ____

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera- Fort will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Mission and Vision Statement will be read in English and Spanish by Board President, Monica Madrigal Lopez.

A.4. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Vega ____, Madrigal Lopez ____

A.5. Study Session on 2019-2020 Second Interim Budget and Proposed 2020-2021 Budget Reductions (Penanhoat)

The administration will present a study session on the 2019-2020 Second Interim budget and the proposed budget reductions for the 2020-2021 fiscal year.

During the Action section of tonight's meeting, the Board will be asked to take action on the items presented in the study session.

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

The Board will now convene in closed session to consider the items listed under Closed Session.

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:
 - Conference with Legal Counsel - Anticipated Litigation: 1 case
 - Conference with Legal Counsel - Existing Litigation: 6 cases
 - OAH Case No. 2019-12-0938
 - OAH Case No. 2019-12-0813
 - OAH Case No. 2019-12-0540
 - OAH Case No. 2019-12-0956
 - OAH Case No. 2019-12-0965
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Consider the Recommendation for Expulsion:
 - Case No. 19-10 (Action Item)

3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

 - Public Employee Appointment:
 - Assistant Superintendent, Business & Fiscal Services

A.8. Reconvene to Open Session (7:00 PM)

A.9. Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session, including expulsion of students.

A. 10. Measure D Bond Oversight Committee Annual Report (Penanhoat)

The Assistant Superintendent, Business & Fiscal Services, will introduce Mr. Pedro Chavez, outgoing Measure D

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Bond Oversight Committee chair, who will present the Bond Oversight Committee's third annual report to the Board of Trustees as per Proposition 39 requirements.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

Las instrucciones para comentar en ZOOM vía video conferencia o por teléfono están disponibles en:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

B.2. Conduct Public Hearing and Consider Adoption of Resolution #19-30 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Penanhoat)/ (Hearing & Action Item)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #19-30 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code. New residential development projects will be assessed a fee of \$3.83 per square foot of assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.

B.3. Conduct Public Hearing and Consider Adoption of Resolution #19-31 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)/ (Hearing & Action Item)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 19-31, increasing the statutory school fees imposed on new residential and

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commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 1, 2020, 60 days after the adoption date at the public hearing. Increase in the Level I fee to \$2.69 per square foot for all new residential development and up to \$0.436 per square foot for all new commercial/industrial development.

Section C: CONSENT AGENDA

All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Notes:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

It is recommended that the Board approve the following consent agenda items:

C.1. Personnel Actions (Vaca/Jackson)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Jackson)

It is the recommendation of the Interim Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of the position, as presented.

C.3. Resolution #19-26 – School Bus CNG Tank Replacement Grant Program (Penanhoat/Briscoe)

The Ventura County Air Pollution Control District is accepting grant applications from school districts in Ventura County to replace the existing gas tanks in school buses with new CNG tanks. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Oxnard School District Board of Trustees adopt Resolution #19-26 for the Ventura County Air Pollution Control District’s School Bus CNG Tank Replacement Program.

C.4. Purchase Order/Draft Payment Report #19-07 (Penanhoat/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-07 as submitted.

C.5. Enrollment Report (Penanhoat)

District enrollment as of February 28, 2020 was 15,692. This is 483 less than the same time last year.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

C.6. Approval of Amendment No. 003 to Agreement #16-249 with Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project (Penanhoat/CFW)

At the March 15, 2017 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #16-249 with Perkins Eastman Dougherty to provide Architectural Services to complete the design for the McKinna Elementary School Reconstruction Project. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment No. 003 to Master Agreement #16-249 with Perkins Eastman Dougherty for the McKinna Elementary School Reconstruction Project for additional architectural and professional services. Fifty-Three Thousand Two Hundred Forty- Five Dollars and Zero Cents (\$53,245.00) to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the December 2019 six-month update.

C.7. Approval of Contractor Contingency Allocation No. 009 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement #17-41 (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 009 to CSA #17-41 with Bernards Bros. Inc. related to the McKinna Elementary School Reconstruction Project. CCA No. 009 will be a COST to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of Thirty-Five Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$35,492.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 009, the remaining balance of the Contractor Contingency Allocation will be Two Hundred Seventy-Six Thousand Two Hundred Sixty Dollars and Twenty-Six Cents (\$276,260.26).

C.8. Approval of a Contractor Contingency Allocation (CCA) No. 016 associated with the Lemonwood ECDC and Lemonwood Reconstruction Project (Penanhoat/CFW)

During the Regular Meeting of June 19, 2019, the Board of Trustees approved Amendment No. 001 to Construction Services Agreement #15-198 (CSA #15-198), between the Oxnard School District and Swinerton Builders for the renovation of the Early Childhood Development Center (ECDC), considered as part of overall CSA #15-198 for the reconstruction of the entire Lemonwood Elementary School Campus. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 016 to CSA #15-198 and Amendment No. 001 with Swinerton Builders related to the Lemonwood Elementary School Reconstruction & ECDC Projects. CCA No. 016 will be a COST to the Contractor Contingency Allocation line item of Amendment #1 to CSA #15-198 in the amount of Fifty-Six Thousand Nine Hundred Seventy Dollars and Eighty-Seven Cents (\$56,970.87). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 016, the remaining balance of the Contractor Contingency Allocation will be Thirty-Six Thousand Four Hundred Fourteen Dollars and Twenty-Nine Cents (\$36,414.29).

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

C.9. Ratification of Amendment #1 to Agreement #18-238 - PRIDE Learning Co. (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #18-238 with PRIDE Learning Co. The amount of \$164,000.00 paid out of Special Education funds.

C.10. Ratification of Amendment #1 to Agreement #19-65 - Children's Therapy Network (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #19-65 with Children's Therapy Network. The amount of \$10,000.00 paid out of Special Education funds.

C.11. Ratification of Amendment #1 to Agreement #19-131 - Casa Pacifica, NPS (DeGenna/Madden)

At the Board Meeting of October 23, 2019, the Board of Trustees ratified Agreement #19-131 with Casa Pacifica, NPS to provide Non Public School (NPS) services for student JR062907, for the 2019-2020 school year, including Extended School year, in the amount not to exceed \$47,400.00. It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #19-131 with Casa Pacifica School, NPS in the amount not to exceed \$27,846.00 to be paid out of Special Education funds.

C.12. Ratification Agreement #19-201 with Merrill Educational Center, NPS (DeGenna)

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #19-201 with Merrill Educational Center, NPS in the amount not to exceed \$121,600.00. paid out of Special Education funds.

C.13. Ratification of Agreement #19-202 – Cydney M. Fox dba/Audiology Solutions LA (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-202 with Cydney M. Fox dba/Audiology Solutions LA. Amount not to exceed \$30,000.00 paid out of Special Education funds.

C.14. Ratification of Agreement #19-203 - Pathways 2 Speech (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-203 with Pathways 2 Speech. Amount of \$5,000.00 paid out of Special Education Funds.

C.15. Ratification of Agreement #19-205 with Casa Pacifica, Non-Public School, NPS (DeGenna/Madden)

Requesting approval for Non-Public School (NPS) services for student JCM032007, for the 2019-2020 school year, including Extended School year. It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-205 with Casa Pacifica School, NPS in the amount not to exceed \$25,833.00 to be paid out of Special Education funds.

Section D: ACTION ITEMS

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

(Votes of Individual Board Members must be publicly reported.)

D.1. Resolution #19-25 – Authorizing and Directing Staff to Prepay Outstanding 2010 Lease Agreement in Full from Lawfully Available Funds and Approving all Actions Relating Thereto (Penanhoat)

In 1997, the District undertook a Lease financing in the form of Certificates of Participation in the amount of \$7.3 million to finance improvements to Brekke Elementary School. The 1997 COPs, which were partially paid down, were refinanced in 2010 with a privately placed Lease agreement in the amount of \$5.3 million with Bank of America. The lease requires semi-annual payments each February 1 and August 1 until August 1, 2026. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-25 as outlined above. Prepaying the Lease would save the District approximately the amount of \$500,000 in future interest costs.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

D.2. Approval of Use of Grants Resolution #19-27 for the Lemonwood Reconstruction Project (Aguilera-Fort/Penanhoat)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #19-27 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants “California Regulations Section 1859.77.3 (b)” Application to the Office of Public School Construction for the Lemonwood Reconstruction Project and Acknowledging that Said Submission will Request the Diversion of Eligible Pupil Grants. The District is anticipated to receive grant funding from the State for this application.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

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D.3. Resolution #19-28 Authorizing the Issuance and Sale of 2020 Refunding General Obligation Bonds (Federally Taxable) in the Principal Amount of Not to Exceed \$95,000,000 for the Purpose of Refinancing Outstanding General Obligation Bonds and Refunding Bonds, and Approving Documents and Official Actions Relating Thereto (Penanhoat)

The District has received voter approval of general obligation bond measures for the purpose of providing financing for important facilities improvement projects in the District. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-28 Authorizing Issuance of 2020 Refunding General Obligation Bonds. There will be no cost to the General Fund. Refinancing will result in reduced ad valorem property tax levies in the District for bond repayment. Costs of issuing the Bonds are included in the refinancing plan as costs of issuance and paid from proceeds of the Refunding Bonds.

D.4. Approval of Resolution # 19-29 to Eliminate /Reduce Classified Positions (Vaca)

Oxnard School District (District) administration projects that there will be budget constraints in the 2020-21 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level. Due to a lack of work and/or a lack of funds, it is determined that certain classified services now being provided by the District must be reduced and/or eliminated. It is recommended that the Board of Trustees adopt Resolution #19-29 to Eliminate/Reduce Classified Positions, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

D.5. Approval of Budget Reduction Action Plan Recommendations (Aguilera-Fort/Penanhoat)

During the Study Session at this meeting, the Administration presented a Budget Reduction Action Plan, pursuant to a requirement by the Ventura County Office of Education in order to be able to file a Positive Certification for the 2019-2020 Second Interim Report. It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the Budget Reduction Action Plan as presented. Reduction to the 2020-2021 General Fund Budget of approximately \$13M.

Public Comment:

Presentation:

Moved:

Seconded:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Board Discussion:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

D.6. 2019-20 Second Interim Report (Penanhoat/Crandall Plasencia)

In accordance with Education Code Section 42131 (1240), the Board will receive the Oxnard School District 2019-20 Second Interim Report. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the 2019-20 Second Interim Report as presented, and authorize the filing of a Positive Certification with the Ventura County Office of Education.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Vega ____, Madrigal Lopez ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

There will be no minutes to approved at this meeting.

Section F: BOARD POLICIES

(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

F.1. Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

Section G: CONCLUSION

G.1. Superintendent’s Announcements (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

G.2. Trustees’ Announcements (3 minutes each speaker)

The trustees’ report is provided for the purpose of making announcements, providing conference and visitation

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Vega ____, Madrigal Lopez ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, March 27, 2020.

**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section A: Study Session

Study Session on 2019-2020 Second Interim Budget and Proposed 2020-2021 Budget Reductions (Penanhoat)

The administration will present a study session on the 2019-2020 Second Interim budget and the proposed budget reductions for the 2020-2021 fiscal year.

During the Action section of tonight's meeting, the Board will be asked to take action on the items presented in the study session.

FISCAL IMPACT:

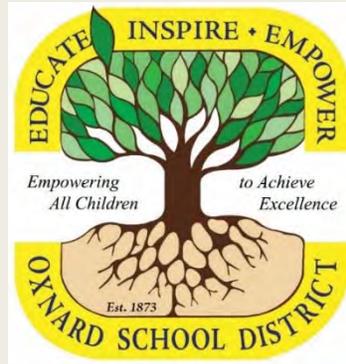
N/A

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [2019-2020 Second Interim Report Presentation \(21 pages\)](#)
[Proposed 2020-2021 Budget Reductions Presentation \(22 pages\)](#)



2019-20 2nd Interim Report

April 1, 2020

Presented by:

Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services

and

Mary Crandall Plasencia, Director of Finance

2019-20 2ND INTERIM REPORT

The 2019-20 2nd Interim Report is presented for the Board's consideration of the filing of a Positive Certification with the Ventura County Office of Education, which will only be possible if the Board approves an action/reduction plan to align expenditures with revenues for future years.

CERTIFICATION OF FINANCIAL CONDITION

There are four times in the year that the Board of Trustees will be presented with a full budget/financial activity review for approval/certification:

- 1) **Budget Adoption (by July 1st):** Must hold a public hearing on the budget to be adopted. This must follow the adoption of the LCAP (Local Control Accountability Plan) and must be aligned with the LCAP.
- 2) **1st Interim (by December 15th):** The board must certify the report with a Positive, Qualified or Negative Certification (defined below).
- 3) **2nd Interim (by March 15th):** The board must certify the report with a Positive, Qualified or Negative Certification (defined below).
- 4) **Unaudited Actuals (by September 15th):** Approve the actual financial activity for the school year that ended June 30th, pending audit review.

CERTIFICATION OF FINANCIAL CONDITION (cont.)

- **POSITIVE CERTIFICATION** - The Board certifies that, based upon current projections, the district will meet its financial obligations for the current fiscal year and subsequent two fiscal years. In meeting this designation, the Multi-Year Projections report must show a positive Unrestricted ending fund balance for all three years no less than the state minimum required level.
- **QUALIFIED CERTIFICATION** - The Board certifies that, based upon current projections, the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal year. In meeting this designation, the Multi-Year Projections report will show an Unrestricted ending fund balance less than the state minimum required level.
- **NEGATIVE CERTIFICATION** - The Board certifies that, based on current projections, the district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

WHAT IS A MULTI-YEAR PROJECTION?

- A Multi-Year Projection (MYP) is only a projection, not a forecast, based on solid assumptions.
- School Services of California outlines many of the assumptions used in the MYP.
- The MYP reports current year budget and projects two years out.
- The MYP is part of the financial packet presented to the board during Budget Adoption, 1st Interim, and 2nd Interim. After the Board meeting, the MYP and the financial report are submitted to the County Office of Education for review.
- Certification of the district's financial condition is based on the MYP and the cash flow report. The Board is responsible for this certification.
- The MYP is broken out into three parts: Unrestricted, Restricted and Combined.
- The Unrestricted side of the report determines the district's financial condition and certification.
- The MYP is used as a tool for planning budget cuts and is used by the County Office of Education to determine if the district can afford its financial obligations, including negotiated Tentative Agreements with the bargaining units.

BUDGET FACTORS/ASSUMPTIONS - SSC

SSC School District and Charter School Financial Projection Dashboard 2020-21 Governor's Proposed State Budget

This version of School Services of California Inc.'s (SSC) Financial Projection Dashboard is based on the 2020-21 Governor's State Budget proposal. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF GRADESPAN FACTORS				
Entitlement Factors Per ADA*	K-3	4-6	7-8	9-12
2019-20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
COLA at 2.29%	\$176	\$179	\$184	\$214
2020-21 Base Grants	\$7,878	\$7,997	\$8,234	\$9,543
Grade Span Adjustment Factors	10.4%	-	-	2.6%
Grade Span Adjustment Amounts	\$819	-	-	\$248
2020-21 Adjusted Base Grants	\$8,697	\$7,997	\$8,234	\$9,791
Supplemental Grants (% Adj. Base)	20%			
Concentration Grants (% Adj. Base)	50%			
Concentration Grant Threshold	55%			

*Average daily attendance (ADA)

PLANNING FACTORS						
Factors		2019-20	2020-21	2021-22	2022-23	2023-24
Statutory COLA ¹		3.26%	2.29%	2.71%	2.82%	2.60%
California CPI		3.09%	2.99%	2.89%	2.69%	2.73%
California Lottery	Unrestricted per ADA	\$153	\$153	\$153	\$153	\$153
	Restricted per ADA	\$54	\$54	\$54	\$54	\$54
Mandate Block Grant (District)	Grades K-8 per ADA	\$32.18	\$32.92	\$33.81	\$34.76	\$35.74
	Grades 9-12 per ADA	\$61.94	\$63.36	\$65.08	\$66.92	\$68.81
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$16.86	\$17.25	\$17.72	\$18.22	\$18.73
	Grades 9-12 per ADA	\$46.87	\$47.94	\$49.24	\$50.63	\$52.06
One-Time Discretionary Funds per ADA		-	-	-	-	-
Interest Rate for Ten-Year Treasuries		2.07%	2.25%	2.51%	2.50%	2.60%
CalSTRS Employer Rate ²		17.10%	18.40%	18.10%	18.10%	18.10%
CalPERS Employer Rate ³		19.721%	22.80%	24.90%	25.90%	26.60%

STATE MINIMUM RESERVE REQUIREMENTS	
Reserve Requirement	District ADA Range
The greater of 5% or \$69,000	0 to 300
The greater of 4% or \$69,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

¹Applies to LCFF, Special Education, Child Nutrition, Preschool, Foster Youth, American Indian Education Centers/American Indian Early Childhood Education and Mandate Block Grant.

²California State Teachers' Retirement System (CalSTRS) rates in 2019-20 and 2020-21 are final. Rates in the following years are subject to change based on determination by the CalSTRS Board.

³California Public Employees' Retirement System (CalPERS) rate in 2019-20 is final. Rates in the following years are subject to change based on determination by the CalPERS Board.

BUDGET FACTORS/ASSUMPTIONS - OSD

Planning Factor	2019-20	2020-21	2021-22
Estimated Funded ADA (Average Daily Attendance)	15,661.81	15,234.01	14,946.85
Funded UPP (Unduplicated Pupil Percentage)	86.58%	86.92%	89.00%
Step & Column	1.50%	1.50%	1.50%
Statutory/Estimated COLA	3.26%	2.29%	2.71%
STRS Employer Statutory Rates	17.10%	18.40%	18.10%
PERS Employer Projected Rates	19.721%	22.80%	24.90%
Lottery - Unrestricted per ADA	\$153	\$153	\$153
Lottery - Prop 20 per ADA	\$54	\$54	\$54
Mandated Block Grant per ADA	\$32.18	\$32.92	\$33.81
CPI	3.09%	2.99%	2.89%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits	Hard Cap negotiated with each Bargaining Unit		
Reductions in Classroom Teachers due to declining enrollment (number of FTE each year)		32	16
Additional Reductions required to maintain Positive Certification		\$11,289,719	\$1,000,000

ENROLLMENT

Moderate District-wide Projection by Grade Level

Oxnard School District



Projections (Oxnrd20Mod) (2020)

Grade	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
TK	299	267	294	250	254	253	254	259	260	261	259	258	256	255
K	1707	1692	1513	1518	1541	1539	1543	1570	1581	1584	1575	1566	1557	1549
1	1803	1699	1681	1526	1524	1546	1545	1567	1587	1590	1581	1572	1564	1555
2	1798	1797	1661	1657	1514	1508	1533	1549	1576	1588	1579	1570	1562	1553
3	1802	1761	1768	1644	1639	1497	1494	1534	1557	1576	1576	1567	1559	1550
4	1830	1782	1716	1755	1632	1628	1487	1501	1543	1559	1567	1567	1559	1550
5	1906	1798	1756	1696	1738	1616	1613	1489	1505	1542	1548	1556	1557	1548
6	1817	1867	1736	1703	1654	1695	1576	1618	1485	1485	1502	1509	1516	1517
7	1731	1779	1836	1711	1682	1627	1677	1588	1638	1490	1472	1488	1494	1502
8	1665	1708	1746	1804	1689	1655	1611	1681	1599	1638	1478	1461	1477	1483
Subtotals:	16358	16150	15707	15264	14867	14564	14333	14356	14331	14313	14137	14114	14101	14062
Pct Chg:	0%	-1.3%	-2.7%	-2.8%	-2.6%	-2%	-1.6%	0.2%	-0.2%	-0.1%	-1.2%	-0.2%	-0.1%	-0.3%
SDC:	447	450	448	476	465	455	446	447	446	447	442	443	442	442
Totals:	16805	16600	16155	15740	15332	15019	14779	14803	14777	14760	14579	14557	14543	14504
Capacity:	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334
Open Seats:	3529	3734	4179	4594	5002	5315	5555	5531	5557	5574	5755	5777	5791	5830

* Does not include Special Education Student Population

ENROLLMENT

Declining Enrollment

Declining Enrollment

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Impact of ADA Decline

Income Loss	Proportional Layoff
<ul style="list-style-type: none"> 114 ADA decline at \$10,000 each—yields marginal revenue loss 	<ul style="list-style-type: none"> 120 students requires 5 teachers at 24:1
	<ul style="list-style-type: none"> Five teachers times cost per novice teacher yields savings of: \$350,000 (\$70,000 per teacher, including benefits, x 5 teachers)
	<ul style="list-style-type: none"> Miscellaneous savings (\$400/ADA) \$48,000
Lost Revenue: \$1,140,000	Total proportional savings: \$398,000

Proportional layoff leaves a \$742,000 deficit

In this example, 11 more teachers would need to be laid off to cover the decline

STAFFING

Class Size

Recognizing that district enrollment is projected to fall below 16,000 in future years, in 2020-21 FY Class Size for TK -3rd will follow the State Grade Span Adjustment of 24:1

RESERVES

- Per CDE: “Available reserves are the Unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects...”
- Oxnard School District Minimum requirement is 3% (this is governed by the State and by the size of the District)
- Adequate reserves are one of the most significant methods school districts use to maintain fiscal health and help mitigate changes in school funding.

RESERVES (cont.)

Local Agency Reserves

● A larger reserve is recommended because of:

- ❑ State economic crisis
- ❑ Declining enrollment
- ❑ Deficit spending

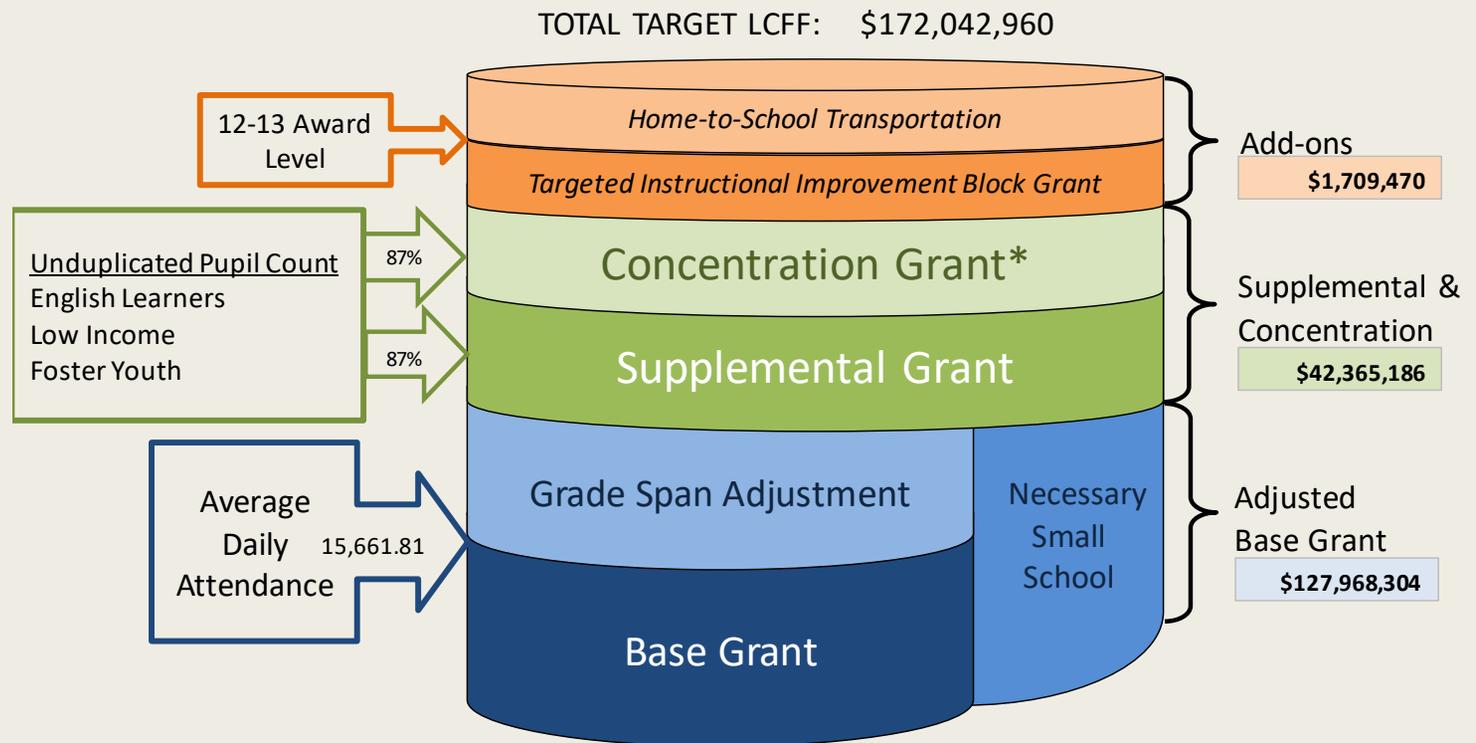
● Remember, the state-required minimum reserve is just that – a minimum

- ❑ All local agencies in California need more

LOCAL CONTROL FUNDING FORMULA (LCFF) 2019-20 Funding

Components of LCFF Target Entitlement

	2019-20	
Base Grant / Necessary Small School	\$ 122,481,566	15,661.81 ADA
Grade Span Adjustment	\$ 5,486,738	
Supplemental Grant	\$ 22,158,991	87%
Concentration Grant	\$ 20,206,195	87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470	
Total	\$ 172,042,960	

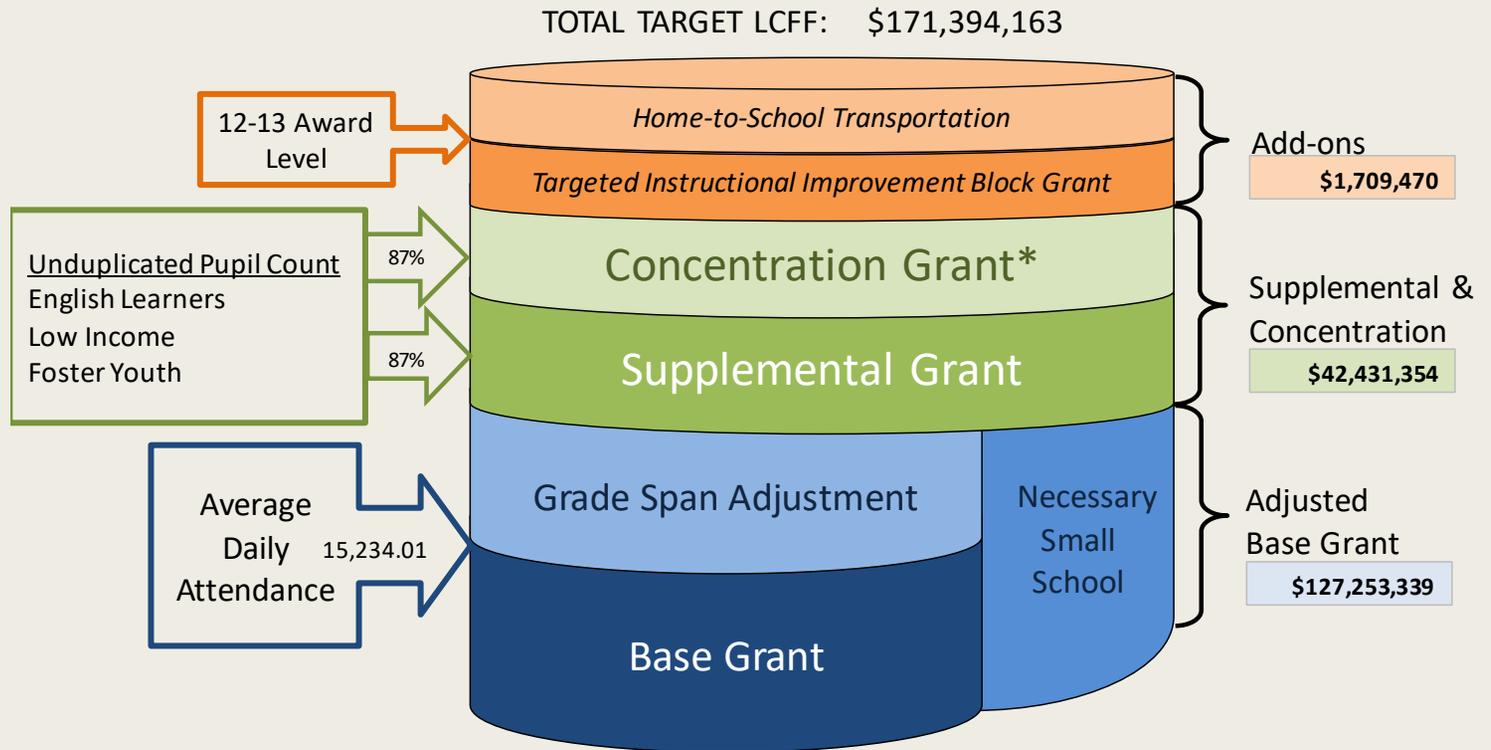


*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

LOCAL CONTROL FUNDING FORMULA (LCFF) 2020-21 Funding

Components of LCFF Target Entitlement

	2020-21	
Base Grant / Necessary Small School	\$ 121,883,017	15,234.01 ADA
Grade Span Adjustment	\$ 5,370,322	
Supplemental Grant	\$ 22,121,721	87%
Concentration Grant	\$ 20,309,633	87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470	
Total	\$ 171,394,163	



*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding 14

MULTI-YEAR PROJECTIONS

Multi-Year Projections			
	2019-20	2020-21	2021-22
	2nd Interim Budget	Projections	Projections
Revenues	\$202,821,986	\$198,869,013	\$201,872,455
Expenditures	\$212,155,123	\$201,364,623	\$201,097,595
Excess (Deficiency) of Revenue over Expenditures	(\$9,333,137)	(\$2,495,610)	\$774,860
Transfers from Other Funds	0	0	0
Transfers to Other Funds	\$325,960	\$200,000	\$200,000
Net Increase (Decrease) in Fund Balance	(\$9,659,097)	(\$2,695,610)	\$574,860
Beginning Fund Balance	\$20,322,944	\$10,663,847	\$7,968,237
Components of Ending Fund Balance			
Total Ending Fund Balance	\$10,663,847	\$7,968,237	\$8,543,097
3% Reserve for Economic Uncertainty	\$6,374,432	\$6,046,939	\$6,038,928
Non-Spendable (Stores & Revolving Ca	\$120,000	\$120,000	\$120,000
Legally Restricted	\$2,977,687	\$0	\$0
Other Assignments	\$150,000	\$150,000	\$150,000
Undesignated/Unappropriated Fund Balance	\$1,041,728	\$1,651,299	\$2,234,170

MULTI-YEAR PROJECTIONS (cont.)

General Fund (Unrestricted & Restricted)		2019-20 (2nd Interim)	2020-21 (projected)	2021-22 (projected)
REVENUES:				
1	Total LCFF Funding	\$170,690,238	\$170,394,163	\$173,569,605
2	Federal Revenues	\$11,871,224	\$12,043,224	\$11,871,224
3	Other State Revenues	\$11,386,751	\$7,957,853	\$7,957,853
4	Other Local Revenues	\$8,873,773	\$8,473,773	\$8,473,773
5 a	Transfers In	\$0	\$0	\$0
5 c	Contributions/Encroachments	\$37,059,411**	\$36,471,029**	\$40,069,605**
TOTAL REVENUES		\$202,821,986	\$198,869,013	\$201,872,455
EXPENDITURES				
1 a	Base Certificated Salaries	\$86,940,696	\$86,940,696	\$85,808,806
b	Step & Column (1.5%)	\$0	\$1,268,110	\$1,269,132
c	Cost-of-Living Adjustment	\$0	\$0	\$0
d	Other Adjustments (Staffing Reductions)	\$0	(\$2,400,000)	(\$1,200,000)
Total Certificated Salaries		\$86,940,696	\$85,808,806	\$85,877,939
2 a	Base Classified Salaries	\$29,879,576	\$29,879,576	\$30,176,299
b	Step (1.5%)	\$0	\$445,955	\$452,644
c	Cost-of-Living Adjustment	\$0	\$0	\$0
d	Other Adjustments (Staffing Reductions)	\$0	(\$149,232)	\$0
Total Classified Salaries		\$29,879,576	\$30,176,299	\$30,628,944
3	Employee Benefits	\$46,473,249	\$47,912,882	\$48,169,078
4	Books & Supplies	\$15,512,625	\$15,512,625	\$15,512,625
5	Services & Other Operating Exp.	\$30,468,425	\$30,468,425	\$30,468,425
6	Capital Outlay	\$310,248	\$205,000	\$160,000
7	Other Outgo (excl. trxf of indirect costs)	\$3,101,934	\$3,101,934	\$3,101,934
8	Other Outgo - Trxf of Indirect Costs	(\$531,630)	(\$531,630)	(\$531,630)
9	Other Financing Uses	\$0	\$0	\$0
a	Transfers Out	\$325,960	\$200,000	\$200,000
b	Other Uses	\$0	\$0	\$0
10	Other Adjustments (Budget Reductions)	\$0	(\$11,289,719)	(\$12,289,719)
TOTAL EXPENDITURES		\$212,481,083	\$201,564,623	\$201,297,595
INCREASE/(DECREASE) IN FUND BALANCE		(\$9,659,097)	(\$2,695,610)	\$574,860
FUND BALANCE				
1	Net Beginning Fund Balance	\$20,322,944	\$10,663,847	\$7,968,237
3 a	Non-Spendable Balance	\$120,000	\$120,000	\$120,000
b	Restricted Balance	\$2,977,687	(\$0)	(\$0)
c	Committed	\$0	\$0	\$0
d	Assigned Balance	\$150,000	\$150,000	\$150,000
e	Reserved for Economic Uncertainties 3%	\$6,374,432	\$6,046,939	\$6,038,928
UNASSIGNED ENDING BALANCE		\$1,041,728	\$1,651,299	\$2,234,170
TOTAL ENDING FUND BALANCE		\$10,663,847	\$7,968,237	\$8,543,097
Unassigned Ending Balance % of Total Expenditures		0.49%	0.82%	1.11%
**Contribution from Unrestricted to Restricted nets to zero				

CASH FLOW

2019-20 Estimated Cash Flow Report as of February 29, 2020 - 2nd Interim Budget

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Actual December	Actual January	Actual February	Estimated March	Estimated April	Estimated May	Estimated June	Total	2nd Interim Budget
Beg Cash Balance	\$28,770,187	\$28,443,289	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,396,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930		
Revenue:														
State Apportionment*	\$ 6,187,014	\$ 6,187,014	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 11,815,431	\$ 123,172,142	\$ 122,819,420
EPA	\$ -	\$ -	\$ 6,397,962	\$ -	\$ -	\$ 6,397,961	\$ -	\$ -	\$ 6,070,250	\$ -	\$ -	\$ 5,414,826	\$ 24,280,999	\$ 24,280,999
Property Tax	\$ 302,874	\$ 8,242	\$ -	\$ 116,120	\$ 787,944	\$ 14,953,075	\$ 408,475	\$ 357,587	\$ 131,452	\$ 8,287,771	\$ 330,057	\$ (1,091,778)	\$ 24,589,819	\$ 24,589,819
Apportionment Transfers	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ (1,000,000)
Federal	\$ 217,977	\$ 4,025	\$ 200,764	\$ 987,428	\$ 24,831	\$ 28,459	\$ 1,425,274	\$ -	\$ 836,651	\$ 663,387	\$ 715,541	\$ 6,767,090	\$ 11,871,224	\$ 11,871,224
Other State	\$ 25,155	\$ 594,604	\$ 1,275,441	\$ (653,957)	\$ 2,734,883	\$ 2,372,732	\$ (261,431)	\$ 45,878	\$ 2,416,931	\$ 551,209	\$ 528,054	\$ 1,192,661	\$ 10,822,159	\$ 10,822,159
Local	\$ 1,241,749	\$ 368,181	\$ 701,539	\$ 1,054,796	\$ 691,026	\$ 856,917	\$ 747,844	\$ 815,168	\$ 810,077	\$ 933,295	\$ 894,577	\$ (230,279)	\$ 8,873,746	\$ 8,873,773
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 7,974,770	\$ 7,162,065	\$ 19,712,333	\$ 11,641,012	\$ 15,375,110	\$ 35,745,771	\$ 13,454,788	\$ 12,043,520	\$ 21,090,248	\$ 21,260,550	\$ 13,293,116	\$ 23,515,229	\$ 202,257,367	\$ 202,257,394
Expenditures:														
Certificated Salaries	\$ 180,038	\$ 8,718,334	\$ 6,967,104	\$ 7,802,174	\$ 7,936,615	\$ 7,791,402	\$ 7,783,799	\$ 7,898,740	\$ 7,936,610	\$ 7,966,491	\$ 7,936,610	\$ 8,022,779	\$ 86,940,696	\$ 86,940,696
Classified Salaries	\$ 1,155,084	\$ 2,582,039	\$ 2,628,767	\$ 2,548,416	\$ 2,574,157	\$ 2,521,964	\$ 2,531,833	\$ 2,539,337	\$ 2,666,301	\$ 2,631,186	\$ 2,522,604	\$ 2,977,888	\$ 29,879,576	\$ 29,879,576
Benefits	\$ 623,300	\$ 5,012,503	\$ 3,886,399	\$ 3,286,435	\$ 4,101,069	\$ 4,073,234	\$ 4,076,443	\$ 4,083,296	\$ 4,196,541	\$ 4,235,883	\$ 4,763,237	\$ 4,134,909	\$ 46,473,249	\$ 46,473,249
Books & Supplies	\$ 111,036	\$ 2,168,906	\$ 300,153	\$ 590,047	\$ 292,847	\$ 457,785	\$ 298,135	\$ 252,595	\$ 904,714	\$ 1,160,586	\$ 1,207,348	\$ 7,768,474	\$ 15,512,625	\$ 15,512,625
Services & Operating	\$ 528,934	\$ 667,784	\$ 3,181,707	\$ 1,986,517	\$ 2,520,679	\$ 2,234,714	\$ 2,227,286	\$ 2,208,643	\$ 2,127,467	\$ 2,272,081	\$ 3,535,539	\$ 6,977,093	\$ 30,468,425	\$ 30,468,425
Capital Outlay	\$ -	\$ 43,932	\$ -	\$ 10,150	\$ 37,576	\$ 14,089	\$ 49,862	\$ -	\$ 138,854	\$ 226,700	\$ 313,568	\$ (524,484)	\$ 310,248	\$ 310,248
Other Outgo	\$ 311,565	\$ 30,442	\$ 1,254,796	\$ (1,045,204)	\$ 54,796	\$ 292,853	\$ (3,846)	\$ (58,564)	\$ 394,967	\$ 56,769	\$ 256,769	\$ 1,024,960	\$ 2,570,304	\$ 2,570,304
Total Expenses	\$ 2,909,958	\$ 19,223,920	\$ 18,218,927	\$ 15,178,534	\$ 17,517,738	\$ 17,386,041	\$ 16,963,513	\$ 16,924,047	\$ 18,365,453	\$ 18,549,696	\$ 20,535,676	\$ 30,381,619	\$ 212,155,123	\$ 212,155,123
Net Monthly	\$ 5,064,812	\$ (12,061,855)	\$ 1,493,406	\$ (3,537,522)	\$ (2,142,627)	\$ 18,359,729	\$ (3,508,725)	\$ (4,880,527)	\$ 2,724,795	\$ 2,710,854	\$ (7,242,560)	\$ (6,866,391)		
Prior Year Transactions:														
PY Audit Adjustment							\$ -							
Accounts Receivable	\$ (832,342)	\$ 228,832	\$ 1,104,147	\$ 225,415	\$ 2,419,688	\$ (9,603)	\$ 953,314	\$ (273,215)	\$ (500,605)	\$ 544,486	\$ 204,957	\$ 3,223,956	\$ 7,288,828	\$ -
Accounts Payable*	\$ 4,559,389	\$ 141,800	\$ (622,368)	\$ 7,190,869	\$ (878,729)	\$ (444,620)	\$ (975,066)	\$ (612,107)	\$ (596,025)	\$ (616,083)	\$ (588,836)	\$ 4,660,192	\$ 11,218,418	\$ -
Net Prior Year	\$ (5,391,731)	\$ 86,832	\$ 1,726,513	\$ (6,965,454)	\$ 3,139,353	\$ 435,017	\$ 1,928,380	\$ 923,272	\$ 95,419	\$ 1,160,568	\$ 793,793	\$ (1,436,236)	\$ (3,929,590)	\$ -
Net Monthly Increase/(Decrease)*	\$ (326,919)	\$ (11,975,023)	\$ 3,219,919	\$ (10,502,976)	\$ 996,726	\$ 18,794,746	\$ (1,580,345)	\$ (3,957,255)	\$ 2,820,215	\$ 3,871,422	\$ (6,448,767)	\$ (8,302,627)		
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ending Cash	\$28,443,289	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,396,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930	\$15,379,303		

EXPLANATION OF CHANGES

1st Interim to 2nd Interim – 2019/20 Unrestricted/Restricted

Object	1st Interim	2nd Interim	Difference	Explanation
Revenue:				
8010-8099	\$ 171,042,960	\$ 170,690,238	\$ (352,722)	Decrease due to prior year LCFF adjustment
8100-8299	\$ 12,471,714	\$ 11,871,224	\$ (600,490)	Decrease due to prior year adjustments to Federal funding
8300-8599	\$ 11,386,751	\$ 11,386,751	\$ -	
8600-8799	\$ 8,826,168	\$ 8,873,773	\$ 47,605	Increased revenue from Doris-Patterson leased property, and miscellaneous local revenue and donations
Expenditures:				
1000-1999	\$ 86,830,032	\$ 86,940,696	\$ 110,664	Increase due to staffing changes
2000-2999	\$ 30,047,892	\$ 29,879,576	\$ (168,316)	Decrease due to unfilled vacancies
3000-3999	\$ 46,679,947	\$ 46,473,249	\$ (206,698)	Decrease due to unfilled vacancies
4000-4999	\$ 16,938,534	\$ 15,512,625	\$ (1,425,909)	Decrease due to mid-year budget reductions
5000-5999	\$ 28,064,382	\$ 30,468,425	\$ 2,404,043	Increase in Special Education costs (legal, contracted services, NPS)_
6000-6999	\$ 1,670,217	\$ 310,248	\$ (1,359,969)	Decrease due to mid-year budget reductions
7100-7499	\$ 3,101,934	\$ 3,101,934	\$ -	
7300-7399	\$ (535,737)	\$ (531,630)	\$ (4,107)	Decrease of indirect costs due to revenue adjustments
7600-7629	\$ 330,606	\$ 325,960	\$ (4,646)	Decrease in contribution to Child Nutrition Fund
8980-8999	\$ (34,440,149)	\$ (37,059,411)	\$ 2,619,262	Increase in contribution to Special Education

BUDGET CHALLENGES

- Declining Enrollment
- Minimum Wage Increases
- Declining Reserves
- Special Education enrollment increasing
- Special Education funding remains fairly flat
- Continued STRS/PERS Increases

RECOMMENDATION

Staff recommends that the Board of Trustees approve an action/reduction plan to align expenditures with revenues for future years, thereby enabling and approving the filing of a Positive Certification for the 2019-20 2nd Interim Report.

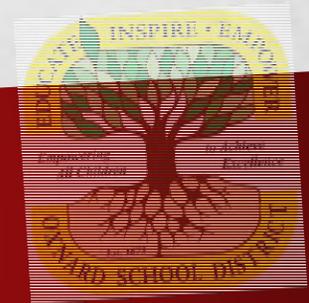


PROPOSED 2020-2021 BUDGET REDUCTIONS

PRESENTED BY: JANET PENANHOAT,

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APRIL 1, 2020 BOARD MEETING



MULTI-YEAR PROJECTIONS

Multi-Year Projections			
	2019-20 2nd Interim Budget	2020-21 Projections	2021-22 Projections
Revenues	\$202,821,986	\$198,869,013	\$201,872,455
Expenditures	\$212,155,123	\$215,203,574	\$217,136,546
Other Adjustments	\$0	(\$13,838,951)	(\$16,038,951)
Total Adjusted Expenditures	\$212,155,123	\$201,364,623	\$201,097,595
Excess (Deficiency) of Revenue over Expenditures	(\$9,333,137)	(\$2,495,610)	\$774,860
Transfers from Other Funds	0	0	0
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Beginning Fund Balance	\$20,322,944	\$10,663,847	\$7,968,237
<u>Components of Ending Fund Balance</u>			
Total Ending Fund Balance	\$10,663,847	\$7,968,237	\$8,543,097
3% Reserve for Economic Uncertainty	\$6,374,432	\$6,046,939	\$6,038,928
Non-Spendable (Stores & Revolving Ca	\$120,000	\$120,000	\$120,000
Legally Restricted	\$2,977,687	\$0	\$0
Other Assignments	\$150,000	\$150,000	\$150,000
Undesignated/Unappropriated Fund Balance	\$1,041,728	\$1,651,298	\$2,234,170

BAC/LCAP SUGGESTIONS

Move K-8 Asst Principals to S/C
Decrease K-8 Asst Principals to Floating/Shared
Move K-8 and 6-8 Intermed. School Secretaries to S/C
Eliminate K-8 and 6-8 Intermed. School Secretaries
Reduce Site Tech calendar (cost for 1 day for 20 positions)
Change Site Techs to District Tech Team
Create combined Site Tech/Library Media Tech positions
Eliminate K-5 Library Media Tech positions
Decrease K-5 Counselors to Floating/Shared
Decrease K-5 ORC's to Floating/Shared
Eliminate Public Information Officer

BAC/LCAP SUGGESTIONS (cont.)

Eliminate 2-hrs Attendance Tech at K-5 sites
Reduce Base Attendance Clerk to 4 hours
Eliminate Site OA II's
Eliminate Enrollment Center clerical positions
Eliminate Enrollment Center Manager
Eliminate Enrollment Center EL Data Technician
Eliminate Music Teachers
Eliminate unfilled/not needed positions
All OEA Current Vacancies (savings to not fill in FY19-20)
All OSSA Current Vacancies
All CSEA Current Vacancies (savings to not fill in FY19-20)
All MGMT Current Vacancies (savings to not fill in FY19-20)

BAC/LCAP SUGGESTIONS (cont.)

Reduce/eliminate Outside Agency contracts

Speech Therapists savings to hire vs. contracting out

Speech Language Assistant savings to hire vs. contracting out

SpEd Paraeducator III savings to hire vs. contracting w/VCOE

Occupational Therapist savings to hire vs. contracting out

Cost to contract-out TLC program vs. in-house

Cost to contract-out DHH program vs. in-house

Cost to contract-out VI program vs. in-house

Reduce/eliminate School Resource Officer contract

Eliminate Drum Bus

BAC/LCAP SUGGESTIONS (cont.)

Haydock name change
iPad Program - keep iPads at school/don't send home
Eliminate Strand Focus
Stop DLI program at 5th grade
Electricity savings - AC lock
Electricity savings - reduce/eliminate mini fridge/microwaves etc.
Electricity savings - charge for mini fridge/microwaves etc.
Contract out for Behavioral Specialists
All Administrators, furlough days
Close a school with the lowest enrollment for a year

BAC/LCAP SUGGESTIONS (cont.)

Stop paying for fingerprinting for volunteers

Overtime only as needed

Cut Wellness Days

Cut \$750 stipend given to OSSA for PD without accountability

Cut enrollment center full-time staff, hire extra help during enrollment time

Share secretaries in HR and C&I/Ed.Services

Pay 60% of ORC, let site decide to fund

Fund K-2 Reading at 60%, let site fund balance

How much does DLI cost above single program? Bilingual stipends?

Stipends?

BAC/LCAP SUGGESTIONS (cont.)

Hire full-time subs - selling preps expensive

Sets of 12 iPads in 2nd grade

Cut PAC beginning of year

Reduce 1 class of Newcomer

Cut office staff by half a position

Cut PD at VCOE, use our staff

Cut travel - too many CAFE, etc / share hotel rooms / local training only

AVID expense - Summer Institute

AVID expense - Summer Bridge

AVID expense - Tutoring

BAC/LCAP SUGGESTIONS (cont.)

Offer Golden Handshake to teachers ONLY (all others lose money)
Cut unused Textbooks, or use less expensive (science workbooks, my math, etc.)
Water sustainable landscaping
Consultants - cut expenses
1:1 Alternate Strategies (keep in class)
Site-Based Funds - Discretionary
Site-Based Funds - LCAP Supplemental & Concentration
Site-Based Funds - Title I
Site-Based Funds - Title III
Can Biliteracy & DLI move to Title III?
Can Class Size be tied to Title I?

BUDGET ADVISORY PRIORITIZING HIGHEST TO LOWEST PRIORITY

	Group 1	Group 2	Group 3
1	Move K-8 Asst Principals to S&C	Eliminate TLC Program	Eliminate Enrollment Center
2	Reduce Outside Consultants	Reduce Newcomer Prgm by 1 class	Move K-8 AP to S&C
3	Eliminate Strand Focus	Eliminate Intermediate Schl Secretary	Cut 8 Counselors
4	Additional Behavior Specialist Team	Eliminate Site OAll positions	Cut SRO Contract
5	Eliminate SRO	Share Secretary HR/Share Secty Ed Servc.	Cut PIO
6	Freeze Unfilled Positons	Eliminate Music Teachers	Move K8 & MS Secretaries to S&C
7	Eliminate PIO	Eliminate Strand Focus	Cut 2 Secty HR/2 Secty Ed Service
8	Change Site Tech to District Tech	SRO contract	Stop DLI at 5th Grade
9	Eliminate Consultants	Decrease/Share K-5 Counselors	Cut 3 Music Teachers (save Academy)
10	Don't do Haydock Name Change	Move K8 AP to S&C	Reduce Site Tech to District Team

EDUCATIONAL SERVICES DIVISION RECOMMENDED REDUCTIONS

Administrative Assistant
Office Assistant II -12 month - Pupil Services
Secretary - Special Ed
Warehouse Driver
Technology Reconfiguration

BUSINESS SERVICES DIVISION RECOMMENDED REDUCTIONS

Abolish 1FTE Budget Office (net after 1 4hr Office Assistant II)
Shift Custodial summer cleaning to Routine Restricted Maint.
Reduce Cafeteria Manager Position 2 days
Abolish part time warehouse driver position
Abolish 4 part-time custodian positions (4 hrs. each)
Abolish 2 full-time custodian positions (8 hrs. each)
Abolish 1 carpenter position (8 hrs.)
Abolish 1 electrician position (8 hrs.)
Reduce Accounting Specialist III Position from 12 to 10 Months

MANAGEMENT RECOMMENDED REDUCTIONS

Return Executive Assistant to the Superintendent to Confidential

Move HR Analyst to Classified

Abolish Public Information Officer

3 AP Positions

CERTIFICATED RECOMMENDED REDUCTIONS

Abolish Reading Specialist
Declining Enrollment 28 Teaching Positions
Abolish Music Teacher Positions (3 FTE)
PAR Teacher
Newcomer 4 Teachers

MISCELLANEOUS & SITE IMPACT RECOMMENDED REDUCTIONS

Abolish Site Office Asst. II Positions

Counselor reductions

Cancel School Resource Officer (SRO) Contract

Abolish 1 Intermediate Secretary @ K-8 & 6-8 (7 total)

BUDGET REDUCTION ACTION PLAN

Department/Program	FTE	Option 1	Option 2	Option 3
Educational Services				
Abolish Administrative Assistant	1.0	\$ 86,236	\$ 86,236	\$ 86,236
Abolish Office Assistant II	1.0	\$ 72,000	\$ 72,000	\$ 72,000
Abolish District ORC	1.0	\$ 80,352	\$ 80,352	\$ 80,352
Abolish Secretary	1.0	\$ 72,681	\$ 72,681	\$ 72,681
Abolish Warehouse Driver	1.0	\$ 69,372	\$ 69,372	\$ 69,372
		\$ 380,641	\$ 380,641	\$ 380,641
Technology Reconfiguration				
Abolish Computer Lab Tech	20.0	\$ 1,370,420.00	\$ 1,370,420.00	\$ 1,370,420.00
Create Tech Serv Tech	8.0	\$ (723,288.00)	\$ (723,288.00)	\$ (723,288.00)
Offset GenFund to RRM		\$ 165,484.00	\$ 165,484.00	\$ 165,484.00
Abolish iPads to 2nd grade class set		\$ 177,514.00	\$ 177,514.00	\$ 177,514.00
		\$ 990,130.00	\$ 990,130.00	\$ 990,130.00

BUDGET REDUCTION ACTION PLAN (cont.)

Department/Program	FTE	Option 1	Option 2	Option 3
Business/Fiscal Services				
Abolish Acct Specialist III	1.0	\$ 94,448.00	\$ 94,448.00	\$ 94,448.00
Create Office Asst II	0.5	\$ (44,400.00)	\$ (44,400.00)	\$ (44,400.00)
Shift Custodial Summer Cleaning to RRM		\$ 639,000.00	\$ 639,000.00	\$ 639,000.00
Reduce Cafeteria Manager Calendar by 2 days		\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
Reduce Acct Specialist III from 12mo to 10mo		\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Abolish Electrician	1.0	\$ 87,389.00	\$ 87,389.00	\$ 87,389.00
Abolish Carpenter	1.0	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
Abolish Custodian Positions	4.0	\$ 262,690.00	\$ 262,690.00	\$ 262,690.00
Abolish Warehouse Driver	0.5	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
		\$ 1,173,827.00	\$ 1,173,827.00	\$ 1,173,827.00

BUDGET REDUCTION ACTION PLAN (cont.)

Department/Program	FTE	Option 1	Option 2	Option 3
Management				
Abolish Asst. Principal	3.0	\$ 452,300.00	\$ 452,300.00	\$ 452,300.00
Abolish Public Information Officer	1.0	\$ 148,165.00	\$ 148,165.00	\$ 148,165.00
Reclassify Executive Asst. to Superintendent		\$ 13,155.00	\$ 13,155.00	\$ 13,155.00
Reclassify HR Analyst		\$ 37,168.00	\$ 37,168.00	\$ 37,168.00
		\$ 650,788.00	\$ 650,788.00	\$ 650,788.00
Certificated Staffing				
Abolish Reading Specialist	17.0	\$ 2,212,273.00	\$ 2,212,273.00	\$ 2,212,273.00
Abolish Teaching Staff to Declining Enrollment	28.0	\$ 2,941,456.00	\$ 2,941,456.00	\$ 2,941,456.00
Abolish PAR Teacher Position	1.0	\$ 132,225.00	\$ 132,225.00	\$ 132,225.00
Abolish Newcomer Teacher (declining enrollment)	4.0	\$ 420,208.00	\$ 420,208.00	\$ 420,208.00
		\$ 5,706,162.00	\$ 5,706,162.00	\$ 5,706,162.00

BUDGET REDUCTION ACTION PLAN (cont.)

Department/Program	FTE	Option 1	Option 2	Option 3
School Site Reductions				
Abolish Site Intermediate Secretary Allocation	7	\$ 458,220.00	\$ 458,220.00	\$ 458,220.00
Cancel SRO Contract		\$ 405,000.00	\$ 405,000.00	\$ 405,000.00
Hire Additional SpEd Behavior Staff/Eliminate Contract Out				
Eliminate Contract Behavior Contract Out Services		\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Staff Behavior Team		\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)
		\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Sub-Total		\$ 10,264,768.00	\$ 10,264,768.00	\$ 10,264,768.00

BUDGET REDUCTION ACTION PLAN (cont.)

		Option 1	Option 2	Option 3
ADDITIONAL REDUCTION OPTIONS				
School Site Reductions				
Clerical Options				
Abolish all OAll Site positions (23 positions)	18.09	\$ 1,274,605.00		
Reduce OAll Allocation to 1 each @ 5.75 hrs			\$ 473,221.00	
Music Program Options				
Abolish all Sites w/Music including Strand	5	\$ 509,596.00		
Abolish only Sites w/no Strand (Chavez, Elm)			\$ 154,012.00	

BUDGET REDUCTION ACTION PLAN (cont.)

		Option 1	Option 2	Option 3
ADDITIONAL REDUCTION OPTIONS				
School Site Reductions- Counselors/ORC Options				
Abolish Counselors (shared @K-5/1@Middle Schl)	8.0	\$ 1,040,000.00		
Abolish Counselors (shared @K-5)	5.0		\$ 650,000.00	
Abolish Counselors (Middle School)	3.0			\$ 390,000.00
OR				
Abolish all ORC's, retain Counselors, retain OAll @ current allocation			\$ 444,054.00	
Abolish all ORC's, retain 1 Conselor @ each Site, retain OAll at current allocation				\$ 1,094,054.00
TOTALS		\$13,088,969.00	\$ 11,986,055.00	\$ 11,748,822.00

QUESTIONS?



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section A: Report

Measure D Bond Oversight Committee Annual Report (Penanhoat)

The Assistant Superintendent, Business & Fiscal Services, will introduce Mr. Pedro Chavez, outgoing Measure D Bond Oversight Committee chair, who will present the Bond Oversight Committee's third annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT:

None.

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [2019 Measure D Bond Oversight Committee Annual Report \(2 pages\)](#)

Financial Information

Measure D Bond Sales

Total Authorization: \$142.5 million
 Series A—\$81 million March 2017
 Series B—\$14 million March 2018
 Remaining Authorization : \$47.5 million

Measure D Bond Oversight Committee

2019 Meeting Dates

February 4, 2019
 May 6, 2019
 July 29, 2019
 October 21, 2019

Annual Financial & Performance Audit

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2019, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2019, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

Measure D General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2019

	Measure "D" Building Fund
REVENUES	
Interest earnings	\$ 1,245,152
Other Local Revenue	12,500
Total Revenues	1,257,652
EXPENDITURES	
Current:	
Books and supplies	2,219,142
Services and other operating expenditures	1,162,490
Capital outlay	48,278,842
Total Expenditures	51,660,474
Excess (Deficiency) of Revenues Over (Under) Expenditures	(50,402,822)
Net Change in Fund Balance	(50,402,822)
Fund Balance, July 1, 2018	78,089,088
Fund Balance, June 30, 2019	\$ 27,686,266

**There were no audit findings in
 2018-19**

Measure D Bond Oversight Committee

2019 Annual Report to the Community

OXNARD SCHOOL DISTRICT
 February 2020



McKinna Elementary School Construction Progress

The **Measure D Bond Oversight Committee (Committee)** has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. All projects are consistent with the project list provided to voters by the District's Board of Trustees. The District has issued approximately \$95 million in Measure D bonds, leaving approximately \$47.5 in remaining authorization.

Measure D projects are well underway. McKinna Elementary is currently under construction, and completed projects include kindergarten/flex classrooms at McAuliffe, Ritchen, Brekke, and Ramona. The design plans for Seabridge and Rose Avenue have received approval by the Division of the State Architect (DSA). Planning efforts associated with the LAFCo approval for the Doris/Patterson project continue, however the project has not yet begun the design process. Projects beginning the design process include the modernization of McAuliffe and Ritchen elementary schools. Measure D may also be used to fund additional projects as established in the Master Construct and Implementation Program as permitted by the Measure D bond project list.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,
 Pedro A. Chavez, Chair
 Measure D Bond Oversight Committee

Measure D Bond Oversight Committee
 Pedro A. Chavez, Chair
 Business Organization Representative

Will Ray Jr., Vice Chair
 PTA/Parent Representative

William Belcher
 Community at Large Representative

Socorro Castro
 Senior Citizens Organization Member

John Jay
 Bona-fide Taxpayers Organization Member

Lisa Latimer
 Community at Large Representative

Alyssa Maria
 Parent/Guardian of Enrolled Child

The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service.

Committee minutes and information on bond funded projects are available on the Bond Oversight Committee page located on the Measure D website:

www.oxnardbondprojects.org

Oxnard School District
 Dr. Karling Aguilera-Fort
 Superintendent

Board of Trustees
 Monica Madrigal Lopez, President
 Dr. Jesus Vega, Clerk
 Veronica Robles-Solis, Trustee
 Denis O'Leary, Trustee
 Debra M. Cordes, Trustee

Overview

The District has adopted a Master Construct and Implementation Program which is funded through the use of Measure D and Measure R bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Master Construct and Implementation Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

McKinna Elementary School Reconstruction

The McKinna Elementary School Reconstruction project includes the construction of a new two-story classroom building, kindergarten classrooms, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Once completed, the older structures will be demolished and new playfields and remaining support facilities will be constructed in their place. All five buildings have been framed and all structural work has been completed; mechanical, electrical and plumbing systems have been installed; and finishes have been applied on the exterior and interior. Sitework, such as fencing, parking lot construction and landscaping, is progressing. As soon as permanent power has been established and new gas service is provided, commissioning can be completed and training delivered. Construction is scheduled to be completed in the summer of 2020 and occupancy of the newly completed facilities by the fall of 2020.



New Classroom Building and Administration Building—Construction Progress

Rose Avenue School Reconstruction

New facilities planned for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The project is anticipated to be constructed in two phases, the first being the construction of the actual building followed by the demolition of the older school and completion of the play areas. DSA approval of the plans were received in July 2019 and construction of the project is on hold pending the availability of State reimbursements and/or matching State grants.



Reconstruction of Rose Avenue School—Design Renderings by IBI Group

New Seabridge K-5 School

The New Seabridge K-5 School consists of a new elementary school north of Oxnard's Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The project received DSA approval for construction in October 2018. The District is seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with the construction of the project. An application for a Coastal Development Permit was prepared and submitted to the City for consideration in June 2019 and is still under review. An initial bidding of the project resulted in cost estimates exceeding the allocated budget. A rebid of the project will be conducted with the goal of maintaining the established budget.



New Seabridge K-5 School—Design Renderings by Flewelling and Moody

New Kindergarten/Flex Classroom Facilities

The District has constructed additional modular kindergarten/flex classrooms to support the District's transitional kindergarten (TK), kindergarten, and Special Education programs at McAuliffe, Ritche, Brekke and Ramona Elementary Schools. Each project is Title 5 compliant and includes the construction of two modular classrooms along with support spaces (restrooms, storage, and work rooms). In June 2018, construction started at Brekke, McAuliffe, and Ritche with substantial completion having been achieved at all sites by November 2018. At Ramona, construction commenced in October 2018 and completed in June 2019. The District has occupied these classrooms.

Doris/Patterson New Construction

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. The project also requires annexation into the City of Oxnard, pursuant to the Ventura County Local Agency Formation Commission (LAFCO) approval of several changes of organization, collectively called reorganization. This LAFCO process is currently underway and is anticipated to conclude in mid-2020. Upon completion of the LAFCO process, efforts will be launched to select a design team for the projects.

Modernization of McAuliffe and Ritche Elementary Schools

The modernization of McAuliffe and Ritche Elementary schools includes improvements to existing permanent classrooms, including STEAM, science and piano labs, and upgrades to support spaces to comply with the District's vision and specification for 21st Century facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the libraries into a Media Center, is proposed as are improvements to the multipurpose room, the HVAC system and other administrative upgrades. The selected architect was approved by the District's Board in December 2019 and design efforts have commenced.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Regular Board Meeting of April 1, 2020

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **OSD_BoardMeetings@oxnardsd.org**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format.
All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can also call into the meeting to provide public comment via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/912345678). You can join the Zoom Meeting from a computer, mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda, as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional

accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or and Arjelia Tellez at atellez@oxnardsd.org or call 805-385-1501.



OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard recomienda la participación pública a distancia en línea, para la Reunión de la Junta Directiva de Educación del 1 de abril de 2020

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar, de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito recomienda la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en nuestra próxima reunión de la Junta Directiva de Educación, a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios por escrito a la oficina del distrito escolar entre las 9:00 AM y 12:00 PM. También, pueden depositar los comentarios por escrito en buzón localizado afuera de la oficina del distrito escolar hasta las cuatro de la tarde el día 1ro de abril. Por favor indique si el comentario público es sobre un tema que está en la agenda o que no está en la agenda. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía Zoom visitando la siguiente página: ZOOM.OXNARDSD.ORG. Usted puede unirse a la reunión a través de Zoom desde una computadora, dispositivo electrónico, tableta o teléfono. Durante la pandemia COVID-19, se proporcionará la información de Zoom en la agenda de cada reunión de la Junta Directiva, mientras sea necesario.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a

Monica Noriega en mnoriega@oxnardsd.org o a Argelia Tellez en atellez@oxnardsd.org o llame al 805-385-1501.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section B: Hearing

Conduct Public Hearing and Consider Adoption of Resolution #19-30 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Penanhoat)/ (Hearing & Action Item)

Current statute authorizes three levels of fees against residential development. The first is the statutory or Level 1 Fee, which cannot currently exceed \$4.08 per square foot of new residential development for a unified school district. The second is the alternative developer fee commonly referred to as the Level II fee, which is the amount of the local share of a new construction or reconstruction project. The Level III fee is the Level II fee plus the other half that would be contributed from state bond monies. Level III can only be assessed if the State is deemed to be out of funds. The Level II fee may be assessed if the District complies with at least two of the following minimum requirements outlined in Government Code Section 65995.5 and adopts a School Facilities Needs Analysis per the same code section.

The Oxnard School District has met these requirements as follows:

1. The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program.
2. The District has placed a general obligation bond measure on the ballot within the past four (4) years that has received at least 50 percent plus one (1) of the votes cast for the measure.
3. The District has an indebtedness level in excess of the 15% requirement.
4. Resolution #19-30 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

FISCAL IMPACT:

New residential development projects will be assessed a fee of \$3.83 per square foot of assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #19-30 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-30 \(10 pages\)](#)

[Oxnard School District 2020 School Facilities Needs Analysis \(74 pages\)](#)

[Addendum to Oxnard School District 2020 School Facilities Needs Analysis \(6 pages\)](#)

RESOLUTION NO. 19-30

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITIES FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 65995.5, 65995.6 AND 65995.7 AND SECTION 17620 OF THE EDUCATION CODE AND MAKING RELATED FINDINGS AND DETERMINATIONS.

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("District") provides for the educational needs for Grade K-8 students within the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities"), and portions of unincorporated areas of the County of Ventura ("County"); and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Statutory School Facility Fees" or "Level 1 Fees") pursuant to Education Code Section 17620 and Government Code Section 65995(b)(1) and (b)(2), and alternative school fee amounts pursuant to Government Code Sections 65995.5 ("Level 2 Fees") and 65995.7 ("Level 3 Fees") or (collectively, "Alternative School Facilities Fees" or "ASFF"), but desires to update its ASFF based on a current School Facilities Needs Analysis ("2020 SFNA") prepared by Cooperative Strategies in accordance with applicable law; and

WHEREAS, the Board of the District has previously by Resolution elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects, and appointed a representative ("District Representative") for the purpose of requesting an Eligibility Determination ("ED") for funding under the SFP; and

WHEREAS, the District Representative has caused the completion and certification of original and updated Enrollment Certification/Projection ("ECP") by submission of Form SAB 50-01, the Existing School Building Capacity ("ESBC") by submission of Form SAB 50-02, and the ED by submission of Form SAB 50-03 to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP; and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-04, the Application for Funding ("AFF"), and prior to the adoption of this Resolution submitted the AFF to the SAB for approval pursuant to the SFP; and

WHEREAS, Level 2 Fees and Level 3 Fees, upon adoption of the ASFF and during the effective period thereof, are applicable to new residential construction in accordance with applicable law, subject to the suspension of Level 3 Fees pursuant to Government Code Section 65995.7(a)(2); and

WHEREAS, pursuant to Government Code Section 65995.6(f), ASFF adopted by the Board are effective for a maximum of one (1) year; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5(b)(3) in that (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) the District has placed a general obligation bond measure on the ballot in the last four (4) years which received at least 50 percent plus (1) of the votes cast for the measure; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide grades K-8 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board has caused to be prepared the 2020 SFNA dated February 28, 2020 pursuant to applicable law, including, but not by way of limitation, Government Code Section 65996.6, prior to the adoption of ASFF; and

WHEREAS, the Board has received and considered the 2020 SFNA which includes all matters required by applicable law, including an analysis of: (a) the purpose of the ASFF; (b) the use to which the ASFF are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the ASFF are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of ASFF from new residential construction; (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6; (e) a description of the new School Facilities that will be required to service such students; and (f) the present estimated cost of such School Facilities; and

WHEREAS, the 2020 SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the ASFF, including a response by the Board to written and oral comments, if any, received by the District; and

WHEREAS, all notices of the 2020 SFNA and adoption of ASFF, including notice of the preparation of the 2020 SFNA with the offer to meet with any affected local planning agency relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, have been given in accordance with applicable law; and

WHEREAS, copies of the 2020 SFNA have been provided thirty (30) days prior to the public hearing if such written request(s) for copies were filed with the District forty-five (45) days prior to a public hearing, which was held in a manner required by applicable law at a meeting of the Board of the District relating to the proposed adoption of the 2020 SFNA and ASFF; and

WHEREAS, the 2020 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, the District has received, considered and discussed any written and/or oral comments received by the District, and has responded to all comments, which the Board desires to adopt all such written and oral responses as the Board's response(s), if any; and

WHEREAS, as to the approval of the 2020 SFNA and ASFF, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the preparation, adoption, or update of the 2020 SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the 2020 SFNA and adopt ASFF pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7 for the purpose of establishing ASFF that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b), subject to the suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the 2020 SFNA meets all applicable legal requirements.

Section 2. That the Board does hereby find and determine that the 2020 SFNA meets all applicable legal requirements, and it hereby adopts each of the findings set forth in the 2020 SFNA.

Section 3. That a District Representative made a timely application to the SAB for new construction funding for which it is eligible.

Section 4. That the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP.

Section 5: That for purposes of Government Code Section 65995.5(b)(3): the District has (i) issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) has placed a general obligation bond measure on the ballot in the last four (4) years which has received 50 percent plus one (1) of the votes cast for the measure.

Section 6. That the District has cause to prepare the 2020 SFNA, which is on file at the District office address and incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

Section 7. That the Board hereby approves and adopts the 2020 SFNA for the purpose of establishing ASFF as to future residential construction within the District, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

Section 8. That the Board finds that the purpose of the ASFF imposed upon residential construction is to fund the additional School Facilities to serve the students generated by the residential construction upon which the ASFF are imposed as provided in the 2020 SFNA and applicable law.

Section 9. That the Board finds that the ASFF are hereby established as applicable to the extent set forth herein, and will be used to fund those School Facilities described in the 2020 SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the 2020 SFNA.

Section 10. That the Board finds that there is roughly proportional, reasonable relationship between the use of the ASFF and the new residential construction within the District because the ASFF imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law as set forth in the 2020 SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the 2020 SFNA.

Section 11. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the ASFF are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have sufficient capacity in the existing School Facilities to accommodate these students.

Section 12. That the Board finds that the amount of the ASFF imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 13. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable) imposed on residential construction within the District, as well as Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") collected by the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by applicable law.

Section 14. That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 13, consisting of the proceeds of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable), Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the 2020 SFNA, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 15. That the 2020 SFNA determines the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five (5) years, based on relevant planning agency information and the historical generation rates of new residential units

constructed during the previous five (5) years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, and/or the County.

Section 16. That the Board has identified and considered, and/or subtracted, as set forth in the 200 SFNA, the following information in determining amounts of the ASFF/Level 2 Fees and ASFF/Level 3 Fees:

- A. any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);
- B. the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code section 65995.6(b)(2);
- C. local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3); and
- D. the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5.(c)(2).

Section 17. That the Board has calculated, as set forth in the 2020 SFNA, the maximum square footage fees, charges, or dedications to be established as ASFF that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

Section 18. That notice and relevant and available information relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, including notice of a proposed meeting regarding such information was provided to Cities and the County planning commissions or agencies with land use jurisdiction within the District prior to the completion of the 2020 SFNA.

Section 19. That the 2020 SFNA in its final form has been made available to the public for a period of not less than thirty (30) days, and that the District has made itself available to the public to meet with any affected city or county to discuss the preparation of the 2020 SFNA, pursuant to the requirements of Government Code Section 65352.2.

Section 20. That the public has had the opportunity to review and comment on the 2020 SFNA, and the Board has responded to written comments it has received, if any, regarding the 2020 SFNA.

Section 21. That in responding to written comments pursuant to Government Code Section 65995.6(c), if any, the Board may adopt any and/or all such responses made by District staff and/or consultants, and does hereby adopt all responses, if any, as responses of the Board thereto.

Section 22. That notice of the time and place of the public hearing ("Hearing") to adopt the 2020 SFNA, including the location and procedure for viewing or requesting a copy of the proposed 2020 SFNA, and any proposed revision thereof, has been published

in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.

Section 23. That the District has caused to be mailed a copy of the 2020 SFNA not less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

Section 24. That the 2020 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

Section 25. That the Board conducted the required Public Hearing on April 1, 2020, prior to adoption of the 2020 SFNA and the ASFF, at which time all persons desiring to be heard on all matters pertaining to the 2020 SFNA were heard and all information presented was duly considered.

Section 26. That the Board hereby adopts ASFF and establishes the ASFF on new residential construction projects within the District in the following amounts:

- A. Pursuant to Government Code Section 65995.6, ASFF/Level 2 Fees within the Oxnard School District boundaries are \$3.83 per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. Pursuant to Government Code Section 65995.7, ASFF/Level 3 Fees within the Oxnard School District boundaries are \$7.66 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988. Additionally, Level 3 Fees shall not be levied by the District until authorized by Government Code Section 65995.7(a)(2).

Section 27. That ASFF, upon adoption and during the effective period thereof, are applicable to residential construction in the alternative to Level 1 Fees in accordance

with applicable law, except that Level 3 Fees are suspended temporarily as set forth in Government Code Section 65995.7(a)(2).

Section 28. That the proceeds of the ASFF increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 13 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the ASFF are to be collected.

Section 29. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the affected Cities and the County within the District's boundaries, along with a copy of all the supporting documentation referenced herein, and a map of the District clearly indicating the boundaries thereof, advising such entities that new residential construction is subject to the ASFF increased pursuant to this Resolution, and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the ASFF absent a certificate of compliance ("Certificate of Compliance") from this District demonstrating compliance of such project with the requirements of the ASFF, nor that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable ASFF.

Section 30. That the Superintendent, or his/her designee, is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the ASFF in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of ASFF for a construction project, mobile home or manufactured home, and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities or the County shall be so notified.

Section 31. That regarding the timely provision of a Certificate of Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the 2020 SFNA is a proposed construction plan for purposes of requiring payment of ASFF prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007, and that all ASFF are appropriated for the purpose of accomplishing such construction plan.

Section 32. That no statement or provision set forth in this Resolution or referred to therein shall be constructed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

Section 33. That if any portion set forth in this Resolution, is held to be invalid, the remaining provisions of this Resolution is intended to be and shall remain valid.

Section 34. That if the ASFF/Level 2 Fees and/or the ASFF/Level 3 Fees are held to be invalid (other than the suspension under Government Code Section 65995.7(a)(2)), Statutory School Facility Fees, in amounts determined by applicable law at such time, are intended to be, and shall remain, in full force and effect.

Section 35. That the ASFF adopted by this Resolution shall take effect immediately upon such adoption and shall be effective for a maximum of one year, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

APPROVED, ADOPTED, AND SIGNED ON APRIL 1, 2020.

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT

By:

President of the Board of Trustees of the
Oxnard School District

ATTEST:

By:

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Jesus Vega, do hereby certify that the foregoing Resolution No. 19-30 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 1st day of April, 2020, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Jesus Vega, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19-30 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 1st day of April, 2020.

Clerk of the Board of Trustees of the
Oxnard School District



COOPERATIVE STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

OXNARD SCHOOL DISTRICT

SCHOOL FACILITIES NEEDS ANALYSIS

FEBRUARY 28, 2020

PREPARED FOR:

Oxnard School District

1051 South A Street

Oxnard, CA 93030

T 805.385.1501

PREPARED BY:

Cooperative Strategies

8955 Research Drive

Irvine, CA 92618

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EXHIBITS

EXHIBIT A:	Current SAB Form 50-01
EXHIBIT B:	Current SAB Form 50-02
EXHIBIT C:	Current SAB Form 50-03
EXHIBIT D:	Eligibility Determination from the SAB
EXHIBIT E:	Summary of School Facility Planning Policies and Estimates of Actual School Facility Costs
EXHIBIT F:	Information on Measure D
EXHIBIT G:	Bonding Capacity Calculation
EXHIBIT H:	Correspondence with the Cities and County
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EXHIBIT L:	Matriculation and Allocation of Surplus Seats
EXHIBIT M:	Surplus Site Determination
EXHIBIT N:	Identification and Consideration of Local Funding Sources per Section 65995.5(c)(2) and Section 65995.6(b)(3)
EXHIBIT O:	Calculation of Additional Grants for General Site Development

EXECUTIVE SUMMARY

This School Facilities Needs Analysis ("Analysis") has been prepared in accordance with applicable laws to provide the factual basis for the Oxnard School District ("School District") to consider and, if desired, adopt alternative school facility fees ("Alternative Fees") that may be collected from residential development in the School District consistent with Section 17620 of the Education Code and Sections 65995.5, 65995.6, and 65995.7 of the Government Code (future code section references are to the Government Code unless otherwise specified). The Analysis provides factual information as to the following three (3) elements:

- (i) Determination by the State Allocation Board ("SAB") of eligibility to receive funds from the State of California ("State") for new school facility construction;
- (ii) Designation by the School District of satisfying at least two (2) of the four (4) statutory school requirements ("Statutory Requirements") set forth in Section 65995.5(b)(3); and
- (iii) Calculation of the amount of the permissible Alternative Fees authorized by Section 65995.5 ("Alternative No. 2 Fee") and by Section 65995.7 ("Alternative No. 3 Fee").

A. Eligibility for New Construction Funding from the State

The School District has taken action electing to participate in the School Facilities Program ("SFP") established by Section 17070.10 of the Education Code and authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an eligibility determination ("Eligibility Determination") for new construction funding as required by the SFP.

As shown in Exhibits A, B, C, and D, the School District is eligible to receive new construction funding under the SFP.

B. Compliance with Statutory Requirements

A review of the records of the School District was accomplished to ascertain if the School District satisfies at least two (2) of the Statutory Requirements. Table ES-1 summarizes the Statutory Requirements and identifies those satisfied by the School District as of the date hereof.

**Table ES-1
Summary of Statutory Requirements**

Statutory Requirements	Status
Substantial enrollment as defined in Section 65995.5(b)(3)(A) of its students on a multi-track year-round calendar	Not Met
Placed at least one (1) general obligation ("GO") bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast	Met
Issued debt or incurred obligations for capital outlay in an amount equivalent to the percentage of its bonding capacity specified in Section 65995.5(b)(3)(C)	Met
At least 20 percent of the teaching stations are relocatable classrooms	Not Met

C. Calculation of Alternative No. 2 Fee and Alternative No. 3 Fee

The facts set forth herein justify on a roughly proportional and a reasonably related basis that the following amounts meet the requirements of Sections 66000 *et seq.*, as well as other applicable legal requirements, including but not limited to Sections 65995.5, 65995.6 and 65995.7. The Alternative No. 2 Fee and Alternative No. 3 Fee for the School District are listed in Table ES-2.

**Table ES-2
Alternative Fees (2020\$)**

Fee	Amount per Square Foot
Alternative No. 2 Fee	\$3.83
Alternative No. 3 Fee	\$7.66

Attached as Exhibit E is (i) a summary of the school facility planning policies of the School District and (ii) an estimate of the school facilities cost impacts per square foot of residential construction. As can be seen from comparing Exhibit E to the recommended Alternative No. 2 Fee and the Alternative No. 3 Fee in Table ES-2, the Alternative Fees are less than the comparable amounts set forth in Exhibit E and are not sufficient to cover all of the actual school facilities cost impacts caused by new residential development on the School District. Therefore, the Alternative No. 2 Fees and the Alternative No. 3 Fees are reasonably related and roughly proportional to the cost of school facilities for the future development identified in the Analysis in accordance with applicable laws.

D. Imposition of Alternative No. 2 Fee and Alternative No. 3 Fee

Prior to the adoption of the Analysis, the public is given a 30-day period to review and comment on the Analysis, and any written comments received by the Governing Board of the School District must be responded to. The Governing Board is also required to hold a public hearing prior to its consideration of the Analysis.

Should the Governing Board of the School District approve the resolution that adopts the Analysis and the accompanying Alternative No. 2 Fee and Alternative No. 3 Fee, those amounts would be effective immediately for a period not to exceed 12 months. By approving the Analysis and the accompanying Alternative Fees, the Governing Board is authorizing the imposition of the Alternative No. 2 Fee for those periods when the State has new construction bond funds available and the Alternative No. 3 Fee for those periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available and the conditions in Section 65995.7 have been met.

E. Assembly Bill 48/Proposition 13

Assembly Bill ("AB") 48, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, is a statewide bond initiative that will be voted on in the March 3, 2020 statewide primary election as Proposition 13. If approved by the voters of the State, this legislation would also make changes to the imposition of school fees on certain types of residential developments. AB 48 provides a 20 percent reduction on fees imposed by school districts pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code for all multifamily residential development projects. Additionally, certain multifamily housing developments that meet the criteria established in Section 65999(a) of the Government Code would be exempt from any fees imposed by School Districts pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code. The reduction and exemption provisions of this legislation, if approved by voters, would expire on January 1, 2026. This Analysis considers the full cost impacts of all multifamily development regardless of any reductions or exemptions. If Proposition 13 is approved by the voters on March 3, 2020 and the provisions of AB 48 go into effect, the School District will be required to reduce or waive the fees it imposes on multifamily residential development pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code accordingly at the time of building permit issuance.

I. GENERAL

Upon adoption of Alternative Fees by a school district, such Alternative Fees may be required in accordance with applicable law. It is anticipated that such adoption will specify that Alternative No. 2 Fees will be required as provided in Section 65995.5(a) if the SAB is approving apportionments for new construction funding, and Alternative No. 3 Fees will be required as provided in Section 65995.7(a), if the SAB is not approving apportionments for new construction funding.

The Analysis is divided into seven (7) main sections.

- Section I is the introductory section that generally describes the methodology used in preparing the Analysis.
- Section II describes the Eligibility Determination that has been obtained from the SAB, as well as documents which of the four (4) Statutory Requirements the School District presently satisfies.
- Section III projects the unhoused students to be generated by residential development anticipated to occur in the School District over the next five (5) years ("Future Units") in accordance with Section 65995.6(a).
- Section IV identifies any surplus school sites or existing surplus local funds that the School District might elect in whole or part to use to reduce the impact of the Future Units on the School District.
- Section V of the Analysis sets forth the recommended amount of the Alternative No. 2 Fee.
- Section VI of the Analysis sets forth the recommended amount of the Alternative No. 3 Fee.
- Finally, Section VII documents facts whereby the School District may make determinations regarding compliance of the Alternative Fees with Sections 66000 *et seq.*

Eligibility to Collect Alternative Fees

Eligibility to Receive State Funds

A school district must have been determined by the SAB to be eligible for new construction funding under the SFP pursuant to Section 65995.5(b)(1).

Statutory Requirements

A school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to adopt and impose Alternative Fees. The Statutory Requirements are summarized as follows:

1. A school district has a substantial enrollment, as defined in Section 65995.5(b)(3)(A) ("Substantial Enrollment") of its students on a multi-track year-round calendar;
2. A school district has placed at least one (1) GO bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast;
3. A school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a certain percentage of its bonding capacity; and/or
4. At least 20 percent of the teaching stations within a school district are relocatable classrooms.

Projected Unhoused Students from Future Residential Development

Total Projected Student Enrollment

In determining the amount of any proposed Alternative Fees, a school district must project in accordance with Section 65995.6 the total number of students to be generated by Future Units ("Projected Student Enrollment"). This projection is performed by applying the student generation rates for residential development over the previous five (5) years of a type similar to that of the Future Units either in the school district or in the city or the county in which the school district is located. The projection may be modified by relevant planning agency information.

Excess Capacity

A school district must identify and consider the number of excess seats, if any, which are available at each school level (i.e., elementary school and intermediate school). If surplus seats exist at one (1) or more school levels, the school district must

determine what portion of the excess seats, if any, should be made available to accommodate the Projected Student Enrollment. The determination may include such considerations as matriculation of existing students, advance funding from mitigated future residential units, long term needs of the school district, as well as other relevant factors. Excess seats shall be determined by comparing capacity as calculated pursuant to Section 17071.25 of the Education Code to student enrollment.

Projected Unhoused Students

Lastly, a school district must reduce the Projected Student Enrollment by the excess capacity, if any, that is identified and allocated by the school district to the Future Units to calculate the number of projected unhoused students ("Projected Unhoused Students").

Surplus Property and Existing Surplus Local Funds

Surplus Property

A school district must identify and make a reasonable allocation of surplus property, if any, which could be (i) used as a school site and/or (ii) sold to finance additional school facilities needed to accommodate the Projected Unhoused Students.

Existing Surplus Local Funds

A school district must identify and make a reasonable allocation of existing surplus local sources, including local funds, which includes commercial/industrial school fees ("Local Funds"), if any, that could be available to finance the construction of school facilities needed to accommodate the Projected Unhoused Students as referred to in Section 65995.5(c)(2) and 65995.6(b)(3).

Alternative No. 2 Fee

Student Capacity and Site Size of Future School Facilities

A school district must determine the appropriate number of students to be housed at each school level. Pursuant to Section 65995.5(h), after this determination has been made, the school district must calculate the appropriate site size for each school level based on the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998.

Site Acquisition and Site Development Costs

A school district must establish a factual basis for the estimated cost of acquiring property(s) for a school site(s) or the appraised value of a proposed school site(s). Additionally, the school district must establish an estimate of the permissible cost of developing such site(s). The site development cost includes utilities, off-site, and service site development costs.

Total School Facility Costs per Student and Total School Facility Costs

A school district must estimate the total school facility costs per student based on the site acquisition and the site development costs mentioned above, as well as the amounts specified in Section 65995.5, which may or may not be adequate to fund the necessary school facilities. Thereafter, the total school facility costs must be calculated. This calculation involves multiplying the number of Projected Unhoused Students by the school facility costs per student set forth in Section 65995.5 and subtracting any available local sources, including Local Funds, identified by the school district and dedicated to such portion of future development in the school district.

Residential Square Footage to be Constructed during the Next Five (5) Years

Based on information from the county, the city(s) or one (1) or more independent third party market reports, a school district must estimate the total assessable square footage of the Future Units.

Alternative No. 2 Fee

A school district must calculate the Alternative No. 2 Fee by dividing the total school facility costs by the total assessable square footage of the Future Units in accordance with Section 65995.5(c).

Alternative No. 3 Fee

Alternative No. 3 Fee

The Alternative No. 3 Fee is determined by increasing the Alternative No. 2 Fee by an amount that may not exceed the amount calculated pursuant to Section 65995.5(c), provided that the calculation of such amount excludes reductions for available local sources, including Local Funds, identified and dedicated in accordance with Section 65995.7(a).

II. ELIGIBILITY TO COLLECT ALTERNATIVE FEES

Section 65995.5 requires that a school district (i) be eligible for new construction funding under the SFP and (ii) satisfy at least two (2) of the Statutory Requirements to be eligible to impose an Alternative No. 2 Fee or an Alternative No. 3 Fee. Section II.A provides an evaluation of the eligibility of the School District for new construction funding under the SFP and Section II.B documents the School District's satisfaction of at least two (2) Statutory Requirements.

A. Eligibility to Receive State Funds

The School District has taken action electing to participate in the SFP established by Section 17070.10 of the Education Code. Additionally, the School District authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an Eligibility Determination for new construction funding as required by the SFP. The School District filed SAB Forms 50-01, 50-02, and 50-03 and requested an Eligibility Determination for new construction funding as required by the SFP on August 23, 1999. On March 22, 2000 the Eligibility Determination of the School District was approved by the SAB. Subsequently, the School District submitted updated SAB Forms 50-01, 50-02, and 50-03 as part of its ongoing facilities planning and financing program. The most current SAB Forms 50-01, 50-02, and 50-03 are incorporated herein as Exhibits A, B, and C, respectively. As shown in the School District's most current Eligibility Determination from the SAB (attached and incorporated as Exhibit D), the School District is eligible for new construction funding under the SFP for 724 students in grades kindergarten through 6, 265 students in grades 7 and 8, 114 non-severe special day class students, and 42 severe special day class students.

B. Statutory Requirements

As stated in Section I, a school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to levy Alternative Fees. What follows are facts establishing that the School District satisfies at least two (2) of the Statutory Requirements.

1. Substantial Enrollment on Multi-track Year-Round Schedule

This Statutory Requirement is met if the school district has Substantial Enrollment on a multi-track year-round schedule. Substantial Enrollment is defined differently for different types of school districts, as follows:

- a. *Unified School Districts and Elementary School Districts.* At least 30 percent of the school district's students in grades kindergarten through 6 are on a multi-track year-round schedule in the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction.
- b. *High School Districts.* (i) At least 30 percent of the high school district's students are on a multi-track year-round schedule, or (ii) at least 40 percent of the students in grades kindergarten through 12 within the boundaries of the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction are on a multi-track year-round schedule.

The School District has determined that this Statutory Requirement has not been satisfied.

2. General Obligation Bond Measure

This Statutory Requirement is met if the school district has placed a GO bond measure on the ballot in the last four (4) years and received at least 50 percent plus one (1) of the votes cast on one (1) such measure.

The School District has determined that this Statutory Requirement has been satisfied. This determination is based on the fact that Measure D was placed before the voters of the School District on the November 8, 2016, ballot and the measure received an approval rate of 69.94 percent. Please see Exhibit F for more information on Measure D.

3. Debt or Obligations for Capital Outlay

This Statutory Requirement is met if the school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a specified percent of its local bonding capacity. If the debt does not include debt associated with a Mello-Roos Community Facilities District ("CFD") formed by a landowner election after November 4, 1998, the threshold is 15 percent. If the debt includes debt associated with a Mello-Roos CFD formed by a landowner election after November 4, 1998, the threshold is increased to 30 percent. All debt and obligations to be repaid from property taxes, parcel taxes, special taxes, and the school district's general fund may be included.

The School District has determined that this Statutory Requirement has been satisfied. The School District currently has \$246,532,467 in outstanding debt. This debt represents 82.69 percent of the School District's bonding capacity (see Exhibit G for a calculation of the School District's bonding capacity). Please note the District applied for and was granted a waiver of this limit by the State Board of Education allowing the District to issue GO bonds in an amount not to exceed 2.12 percent of assessed value.

4. **Relocatable Classrooms**

This Statutory Requirement is met if at least 20 percent of the school district's teaching stations are relocatable classrooms.

The School District has determined that this Statutory Requirement has not been satisfied.

C. **Eligibility to Collect Alternative Fees**

As determined above, the School District is eligible to receive new construction funding and currently satisfies at least two (2) of the four (4) Statutory Requirements. As a result, the School District is eligible to adopt and impose Alternative Fees as provided by applicable law.

III. PROJECTED UNHOUSED STUDENTS FROM RESIDENTIAL DEVELOPMENT OVER THE NEXT FIVE YEARS

Section 65995.6(a) requires that the School District determine the need for new school facilities for the Projected Unhoused Students. The calculation of the Projected Unhoused Students shall be based on historical student generation rates ("SGRs") of new residential units constructed during the previous five (5) years of a type similar to that of the Future Units. Section III.A calculates the Projected Student Enrollment. Section III.B sets forth the relevant facts as to the identification of any excess seats which might be considered by the School District as available at each school level to house the Projected Student Enrollment, as determined in Section III.A. Finally, Section III.C calculates the Projected Unhoused Students.

A. Projected Student Enrollment

As stated above, Section 65995.6(a) specifies the methodology the School District must use to calculate the Projected Student Enrollment. What follows is a step-by-step description of this calculation.

1. Student Generation Rates

In order to calculate SGRs in accordance with Section 65995.6(a), the School District must identify residential units that (i) were constructed during the previous five (5) years and (ii) are representative of the Future Units. Residential data pertaining to the School District was obtained by Cooperative Strategies, LLC from the Office of the Assessor ("Assessor") of the County of Ventura ("County"). Using data from the Assessor of the County and the School District, Cooperative Strategies compiled a database from such information containing the addresses of the units that met the criteria listed above. Parcels in the database were then classified by housing type (i.e., single family detached, single family attached, and multifamily

- Residential units classified as single family detached ("SFD") are defined as units with no common walls each assigned a unique Assessor's parcel number.
- The category of single family attached ("SFA") consists of units with common walls each assigned a unique Assessor's parcel number (e.g., townhomes, condominiums, etc.).
- The third type of residential unit, multifamily ("MF"), is defined as a unit with common walls on an Assessor's parcel on which other units are located.

Cooperative Strategies determined that there were an insufficient number of units built over the past five (5) years to calculate SGRs that would be representative of the residential development expected to occur within the School District over the next five (5) years. Since the construction of SFD, SFA, and MF units is expected to occur within the School District over the next five (5) years, the Analysis has employed the portion of Section 65995.6(a) that permits a school district to use SGRs of new residential units constructed over the previous five (5) years that are a similar type of unit to those anticipated to be constructed in either the city or county in which the school district is located. The Analysis uses the SGRs for units that have been experienced and documented by Rio School District ("RSD"), which is also located in the County as shown in Table 1.

**Table 1
Student Generation Rates for SFD, SFA, and MF Units**

School Level	SFD SGR ^[1]	SFA SGR ^[1]	MF SGR ^[1]
Elementary School	0.5000	0.1980	0.1740
Intermediate School	0.5000	0.1540	0.0610
Total	1.0000	0.3520	0.2350

[1] Source: Analysis for RSD dated October 2018.

2. Future Units

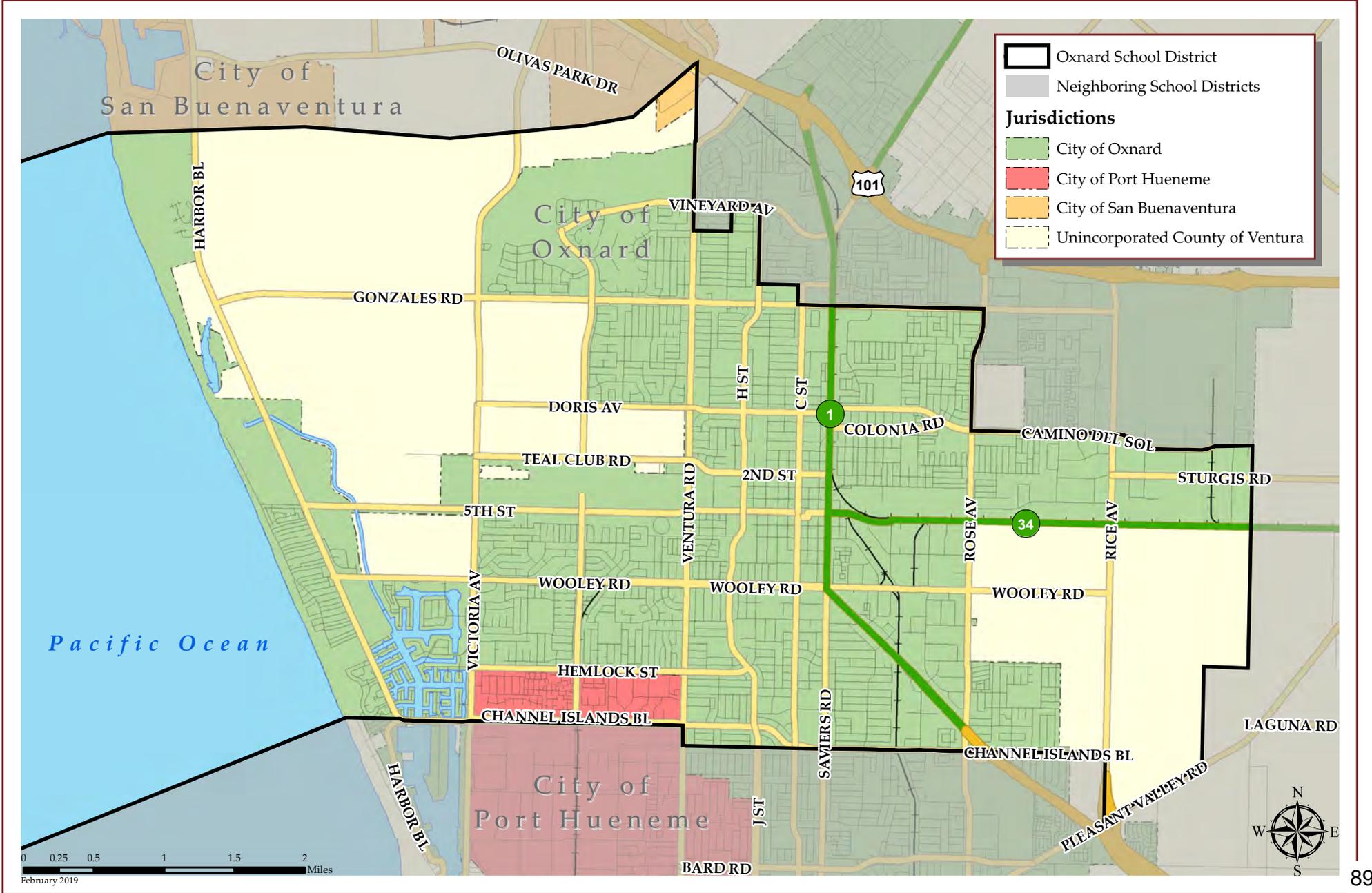
In order to obtain information regarding future residential units, the planning departments of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and the County were contacted (please refer to the map on the following page for a geographic profile of the School District). Based on correspondence from the Cities and County (see Exhibit H), Cooperative Strategies has determined that the School District could experience the construction of 2,215 Future Units over the next five (5) years. Table 2 distinguishes between Future Units by unit type.

**Table 2
Future Units by Unit Type**

Unit Type	Total Future Units
Single Family Detached	593
Single Family Attached	351
Multifamily	1,271
Total Units	2,215

OXNARD SCHOOL DISTRICT

GEOGRAPHIC PROFILE



The projected number of future residential units identified in Table 2 includes units that may result from existing structures that are voluntarily demolished in order to be replaced by new residential development ("Reconstruction"). For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

It should be noted these projections are based on the best available information at this time and are independent of the projected residential development reported to the State in SAB Form 50-01.

3. Projected Student Enrollment

To calculate the Projected Student Enrollment, the number of Future SFD units, Future SFA units, and Future MF units listed in Table 2 were multiplied by the SGRs shown in Table 1. The results of this operation are shown in Table 3.

**Table 3
Projected Student Enrollment**

School Level	Total Projected Students from Future Units
Elementary School	587
Intermediate School	429
Total	1,016

B. Current Capacity

Collectively, the School District's school facilities in school year 2019/2020 have a capacity of 20,856 seats per Section 17071.25 of the Education Code, of which 16,941 are at the elementary school level and 3,915 are at the intermediate school level (the School District's school level configuration in this comparison has been altered to be consistent with SAB Form 50-02). These capacities include seats from all new school facility construction projects funded by the State as well as any projects that have been completed and occupied and are awaiting reimbursement from the State. Based on student enrollment data for school year 2019/2020, the enrollment of the School District is 15,758 students. As shown in Table 4, facilities capacity exceeds student enrollment at both school levels in school year 2019/2020.

**Table 4
Existing School Facilities Capacity and Student Enrollment**

School Level ^[1]	2019/2020 Facilities Capacity ^[2]	2019/2020 Student Enrollment ^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	16,941	12,133	4,808
Intermediate School (Grades 7-8)	3,915	3,625	290
Total	20,856	15,758	5,098

[1] The School District operates elementary schools that serve grades K-5 and intermediate schools that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02, the School District's school level configuration has been altered in this section.

[2] See Exhibit B for SAB Form 50-02, and Exhibit J for the Updated School Facilities Capacity Calculation.

[3] Student enrollment from October 2019.

The capacities identified in Table 4 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Analysis, based on the per-pupil grant amounts submitted for each project. However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District's SAB Form 50-02 (Exhibit B), Cooperative Strategies evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and middle school capacity consists of 3,915 seats (see Exhibit K for the adjusted school facilities capacity calculation). As shown in Table 5, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2019/2020.

**Table 5
Adjusted School Facilities Capacity and Student Enrollment**

School Level ^[1]	2019/2020 Adjusted Facilities Capacity ^[2]	2019/2020 Student Enrollment ^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	13,716	12,133	1,583
Intermediate School (Grades 7-8)	3,915	3,625	290
Total	17,631	15,758	1,873

[1] The School District operates elementary schools that serve grades K-5 and intermediate schools that serve grades 6-8. To compare capacity and enrollment consistent with SAB Form 50-02, the School District's school level configuration has been altered in this section.

[2] See Exhibit B for SAB Form 50-02, and Exhibit K for the Adjusted School Facilities Capacity Calculation.

[3] Student enrollment from October 2019.

C. Projected Unhoused Students

As shown in Table 5, the existing facilities capacity of the School District determined in accordance with Section 65995.6(a) exceeds student enrollment currently being generated from existing residential units by 1,583 seats at the elementary school level and 290 seats at the intermediate school level. These surplus seats exist at facilities which will house (i) students generated from Future Units and (ii) students generated from units developed beyond the five-year period of the Analysis.

Cooperative Strategies matriculated existing students forward five (5) years to determine whether any of the existing surplus elementary school and intermediate school seats will be needed to house future students generated from existing residential units. This resulted in a reduction of surplus seats at the elementary school level to 1,178, and an increase of surplus seats at the intermediate school level to 510. (Exhibit L contains a more information on the matriculation process.)

The School District will experience growth beyond the next five (5) years. Therefore, the surplus seats identified above must be allocated between the Future Units shown in Table 2 and residential units to be constructed beyond the next five (5) years. According to information obtained from the Southern California Association of Governments ("SCAG"), the School District can expect an additional 8,199 residential units through calendar year 2035. This number includes Future Units and residential units to be constructed beyond the next five (5) years.

Allocating the surplus seats identified above between Future Units and residential units to be constructed beyond the next five (5) years based on the number of students each group of units is expected to generate results in 219 surplus seats at the elementary school level and 75 surplus seats at the intermediate school level to be allocated over the next five (5) years (See Exhibit L).

Table 6
Projected Unhoused Students from Future Units

School Level	Projected Student Enrollment	Surplus Seat Determination	Projected Unhoused Students
Elementary School	587	219	368
Intermediate School	429	75	354
Total	1,016	294	722

IV. SURPLUS SCHOOL SITES AND EXISTING SURPLUS LOCAL FUNDS

Section 65995.6(b) states that the School District must identify and consider (i) surplus property, if any, owned by the School District that can be used as a school site or that is available for sale to finance school facilities, (ii) the extent to which projected enrollment growth can be accommodated at existing school facilities, and (iii) local sources that are available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units. Additionally, Section 65995.5(c)(2) requires the School District to subtract from the school facilities cost impact created by Future Units the amount of Local Funds that the governing board has dedicated to facilities necessitated by new residential units. To comply with Section 65995.6(b), the School District has identified and considered property it owns and has determined that it does possess one (1) site that could be considered surplus (see Exhibit M for information on this site). The Governing Board will review and re-adopt this Analysis annually, including a review of this determination and any need to consider property that may then be surplus to fund school facilities required to accommodate students being generated from existing residential units, or other students.

As for identifying and considering existing excess capacity that could accommodate the Projected Student Enrollment generated from Future Units, Table 6 in Section III.C. of this Analysis illustrates that the School District has considered and determined that 219 excess seats exist at the elementary school level and 75 excess seats exist at the intermediate school level and has reduced the Projected Student Enrollment generated from Future Units accordingly.

Finally, in accordance with Sections 65995.6(b) and 65995.5(c)(2), the School District has determined that no local sources, including Local Funds, are available to finance the construction or reconstruction of school facilities needed to accommodate any Projected Student Enrollment generated from Future Units (see Exhibit N for more detail on local sources, including Local Funds).

V. ALTERNATIVE NO. 2 FEE

As discussed in Section I, the objective of this Analysis is (i) to determine whether the School District may adopt Alternative Fees and (ii) to determine the permissible amount of the Alternative No. 2 Fee and the Alternative No. 3 Fee that the School District is permitted to levy on new residential development. Based on the findings, determinations, and projections made in Sections II through IV, Section V contains a step-by-step calculation of the permissible Alternative No. 2 Fee in accordance with Section 65995.5.

A. Alternative No. 2 Fee School Facility Costs

As stated in Section 65995.5(c)(1), the initial step in calculating the maximum Alternative No. 2 Fee is to multiply the number of unhoused students generated from Future Units by the appropriate per-pupil grant amounts provided in Section 17072.10(a) of the Education Code. In addition, the sum shall be added to the site acquisition and site development costs determined pursuant to Section 65995.5(h).

1. Per-Pupil Grant Amounts

The per-pupil grant amounts identified in Section 17072.10(a) of the Education Code were adjusted by the SAB on January 22, 2020, pursuant to Section 17072.10(b) of the Education Code. The per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction. Further, pursuant to SAB Regulation 1859.71.2 and Section 17074.56 of the Education Code, the per-pupil grants have been increased to account for automatic fire alarm detection systems and fire sprinkler systems. Table 7 shows the base per-pupil grant amounts.

Table 7
Base Per-Pupil Grant Amounts (2020\$)

School Level	Per-Pupil Grant Amount	Additional Grants for Auto Alarm and Fire Sprinkler System	Base Per-Pupil Grant Amount
Elementary School	\$12,451	\$224	\$12,675
Intermediate School	\$12,169	\$268	\$13,437

In addition to the base per-pupil grant amounts shown in Table 7, SAB Regulation 1859.76 provides additional grants for general site development on new school construction projects. Currently, these additional grants are calculated as (i) 6 percent of the base per-pupil grants for elementary and intermediate school projects and (ii) a grant of \$20,266 per new useable acre acquired for new school construction. To determine the general site development grant for each school level, Cooperative Strategies first applied the percentages mentioned above to the base per-pupil grant amounts shown in Table 7.

Second, Cooperative Strategies applied the grant per new useable acre mentioned above to the student capacity of future school facilities and corresponding site size requirements for the School District listed in Table 10 to derive a grant amount per student (see Exhibit O for more information on the calculation of the additional grants for general site development). Table 8 shows these additional grants as well as the total per-pupil grant amount.

Table 8
Total Per-Pupil Grant Amount (2020\$)

School Level	Base Per-Pupil Grant Amount	Additional Grants for General Site Development	Total Per-Pupil Grant Amount
Elementary School	\$12,675	\$1,047	\$13,722
Intermediate School	\$13,437	\$1,292	\$14,729

Applicable law specifies the per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction as provided in Section 17072.10(b) of the Education Code.

2. Total New School Construction Grants

To determine the total new school construction grants under Section 65995.5, the number of Projected Unhoused Students to be generated from Future Units, as shown in Table 6, is multiplied by the total per-pupil grant amounts set forth in Section 17072.10(a) and (b) of the Education Code, as shown in Table 8. Table 9 shows the total new school construction grants of the School District pursuant to Section 65995.5(c)(1).

Table 9
Total New School Construction Grants for Projected
Unhoused Students from Future Units (2020\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)

School Level	Projected Unhoused Students	Total Per-Pupil Grant Amount	Total New Construction Grants
Elementary School	368	\$13,722	\$5,049,696
Intermediate School	354	\$14,729	\$5,214,066
Total	722	N/A	\$10,263,762

3. Total School Site Acquisition and Site Development Costs

In addition to the total new school construction grants specified by Section 17072.10 of the Education Code, Section 65995.5(c)(1) permits the Alternative No. 2 Fee to include site acquisition and site development costs determined pursuant to Section 65995.5(h) and the applicable statutory provisions referred to therein. What follows is the calculation for determining the appropriate site acquisition and site development costs in accordance with Section 65995.5(h).

a. Site Size Requirement

To calculate the amount of site acquisition and site development costs that may be included in the Alternative No. 2 Fee, a school district must determine the student capacity of future school facilities that will be needed to accommodate the Projected Unhoused Students, as well as students to be generated from residential development anticipated to occur over the next 20 years. Based on the educational programs of the School District, the School District has determined that future elementary school facilities will be designed to accommodate 750 students and future intermediate school facilities will be designed to accommodate 1,200 students. Based on these capacities, the guidelines included in the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998, identify the following site sizes for the School District.

**Table 10
Student Capacities and Site Sizes of Future School Facilities**

School Level	Student Capacity	Site Size (Acres)
Elementary School	750	10.60
Intermediate School	1,200	28.80

It should be emphasized that the site sizes shown in Table 10 are based on site sizes recommended by the State Department of Education as of January 1, 1998. Since that time, the State Department of Education has prepared a revised Handbook that contains site size recommendations more consistent with School District policy. Please refer to Exhibit E for the site sizes more consistent with the revised Handbook.

b. Site Acquisition and Site Development Costs per Acre

The School District currently owns one (1) surplus school site where it is constructing its next elementary school (see Exhibit M) and is in the process of purchasing an additional school site which will be used to house future elementary school and intermediate school facilities. Due to this fact, site acquisition costs have been excluded from the Analysis. As for site development, the School District believes that \$401,569 per acre for site development is a reasonable estimate (the site development cost was taken from the School Facilities Needs Analysis prepared in 2019 and adjusted by the annual change in the construction cost index as published by Marshall & Swift). Table 11 lists the total estimated site acquisition costs and site development costs of the School District in accordance with Section 65995.5(h).

**Table 11
Site Acquisition and Site Development Costs
of Future School Facilities (2020\$)**

School Level	Site Acquisition Cost	Site Development Cost ^[1]	Total Site Costs
Elementary School	N/A	\$4,256,636	\$4,256,636
Intermediate School	N/A	\$11,565,200	\$11,565,200

[1] The site development costs are equal to the per acre costs listed above multiplied by the number of acres, as listed in Table 10.

c. School Facilities Needed

To ensure that Future Units are being charged an Alternative No. 2 Fee that is reasonably related to the school facilities that are required to house the Projected Unhoused Students to be generated from Future Units, the School District must identify the number of future school facilities that will be needed to house the Projected Unhoused Students to be generated from Future Units, as well as students to be generated from mitigated Future Units and residential development anticipated to occur over the next 20 years. To calculate the number of school facilities that the School District will need to adequately house the Projected Unhoused Students, the number of Projected Unhoused Students for each school level, as listed in Table 6, was divided by the applicable student capacity, as listed in Table 10. The number of school sites expected to be needed to house the Projected Unhoused Students generated from Future Units is shown in Table 12.

**Table 12
School Facilities Needed**

School Level	Projected Students from Future Units	Facilities Capacity	Total Facilities Needed
Elementary School	368	750	0.491
Intermediate School	354	1,200	0.295

It is important to realize that while the number of Projected Unhoused Students equates only to approximately 49.1 percent of an elementary school and 29.5 percent of an intermediate school, the School District will need to construct at least one (1) elementary school and one (1) intermediate school in the future to accommodate (i) students generated from Future Units, and (ii) students generated from future residential units beyond the next five (5) years.

d. Alternative No. 2 Fee Site Costs in Accordance with Section 65995.5(h) of the Government Code

The calculation of the total school site acquisition and site development cost impacts under Section 65995.5(h) is a two-step process. The first step involves calculating the total school site acquisition and site development costs related to the Projected Unhoused Students generated from Future Units. The calculation of this first step is shown in Table 13.

Table 13
Total School Site Acquisition and Site Development
Costs for Students from Future Units (2020\$)

School Level	Facilities Needed for Students Generated from Future Units	Site Cost	Total Site Costs ^[1]
Elementary School	0.491	\$4,256,636	\$2,090,008
Intermediate School	0.295	\$11,565,200	\$3,411,734

[1] Numbers may not sum due to rounding.

Only a portion of the total site costs may be included in the calculation of the Alternative No. 2 Fee. Accordingly, the total school site acquisition and site development costs under Section 65995.5(h) must be reduced by half to arrive at the Alternative Fee No. 2 Site Costs. The calculation of this step is shown in Table 14.

Table 14
Alternative No. 2 Fee Site Costs (2020\$)
(In Accordance with Section 65995.5(h) of the Government Code)

School Level	Total Site Costs	Multiplier	Alternative No. 2 Fee Site Cost
Elementary School	\$2,090,008	50.00%	\$1,045,004
Intermediate School	\$3,411,734	50.00%	\$1,705,867

4. Alternative No. 2 Fee School Facility Costs

As stated previously, the initial step in calculating the maximum Alternative No. 2 Fee is to identify (i) the total new school construction grant, and (ii) the site acquisition and development costs pursuant to Section 65995.5(h). The sum of these amounts, which is the Alternative No. 2 Fee School Facility Costs, is the maximum amount of school facility costs that may be included in the Alternative No. 2 Fee before any local fund credits are applied. For the School District, the total new school construction grant is \$10,263,762 and the total site acquisition and site development cost pursuant to Section 65995.5(h) is \$2,750,871. These costs and the Alternative No. 2 Fee School Facility Costs are shown by school level in Table 15.

Table 15
Alternative No.2 Fee School Facility Costs (2020\$)
(In Accordance with Section 65995.5(c)(1) of the Government Code)

School Level	Total New Construction Grants	Alternative No. 2 Fee Site Costs	Alternative No. 2 Fee School Facility Costs
Elementary School	\$5,049,696	\$1,045,004	\$6,094,700
Intermediate School	\$5,214,066	\$1,705,867	\$6,919,933
Total	\$10,263,762	\$2,750,871	\$13,014,633

B. Credit for Local Funds

The second step in calculating the maximum Alternative No. 2 Fee is to subtract the amount of local sources, including Local Funds, if any, the School District has decided to dedicate to school facilities necessitated by the construction of Future Units from the Alternative No. 2 Fee School Facility Costs in order to calculate the Net Alternative No. 2 Fee School Facility Costs. As stated in Section IV of the Analysis, the School District has determined that no local funds are available to accommodate Projected Unhoused Students generated from Future Units (see Exhibit N for more detail on local sources, including Local Funds).

Table 16
Net Alternative No.2 Fee School Facility Costs (2020\$)
(In Accordance with Section 65995.5(c)(2) of the Government Code)

Item	Amounts
Alternative No. 2 Fee School Facility Costs	\$13,014,633
Credit for Existing Surplus Local Funds	\$0
Net Alternative No. 2 Fee School Facility Costs	\$13,014,633

C. Alternative No. 2 Fee Calculation

The final step in calculating the maximum Alternative No. 2 Fee is to divide the Net Alternative No. 2 Fee School Facility Costs by the total square footage of assessable space for Future Units.

1. Average Square Footage per Unit

In order to project the total square footage of assessable space of the Future Units, the Analysis must estimate the average square footage of Future SFD Units, Future SFA Units, and Future MF Units to be constructed in the School District. To estimate the average square footage of Future Units to be constructed in the School District, Cooperative Strategies analyzed information obtained from the County and confirmed those estimates with the Planning Departments of the Cities and County. Based on this information, the average Future SFD Unit to be constructed within the School District is estimated to contain 2,697 square feet, the average Future SFA Unit is estimated to contain 1,500 square feet, and the average Future MF Unit estimated to contain 1,000 square feet (see Exhibit H).

2. Total Square Footage of Assessable Space

To calculate the total square footage of assessable space for Future Units, the average square footage of Future SFD Units, Future SFA Units, and Future MF Units listed above was multiplied by the number of Future Units listed in Table 2. The results of this operation are shown in Table 17.

**Table 17
Estimated Total Residential Square Footage**

Land Use	Future Units	Average Square Footage	Total Square Footage
Single Family Detached	593	2,697	1,599,321
Single Family Attached	351	1,500	526,500
Multifamily	1,271	1,000	1,271,000
Total	2,215	N/A	3,396,821

The projected total square footage of future residential units identified in Table 17 includes units that may result from Reconstruction. For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

3. Calculation of Alternative No. 2 Fee

To calculate the Alternative No. 2 Fee, the Net Alternative No. 2 Fee School Facility Costs, as listed in Table 16, were divided by the total square footage of assessable space of the Future Units, as listed in Table 17. Table 18 provides the Alternative No. 2 Fee that can be adopted by the School District.

**Table 18
Alternative No. 2 Fee (2020\$)**

Item	Amount/Square Footage
Net Alternative No. 2 Fee School Facility Costs	\$13,014,633
Total Residential Square Footage	3,396,821
Alternative No. 2 Fee	\$3.83

VI. ALTERNATIVE NO. 3 FEE

The Alternative No. 2 Fee, which is the maximum Alternative Fee that may be imposed during periods when State funds for new construction are available, was calculated in Section V in accordance with Section 65995.5. During periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available, the Alternative No. 3 Fee may be imposed by a school district. Additionally, in accordance with Section 1859.81 of the SAB regulations, a school district requesting financial hardship assistance funding is required to impose the maximum developer fee justified by law (the Alternative No. 2 Fee, or the Alternative No. 3 Fee when the State declares that such fees can be imposed), or an alternative source greater than or equal to the amount of such fees. Similar to the methodology of the calculations performed in Section V, this Section VI provides a calculation of the Alternative No. 3 Fee in accordance with Section 65995.7.

A. Alternative No. 3 Fee School Facility Costs

Pursuant to Section 65995.7, the Alternative No. 3 Fee School Facility Cost, which is the maximum amount of school facility costs that may be included in the Alternative No. 3 Fee, is calculated by increasing the Net Alternative No. 2 Fee School Facility Costs by an amount not to exceed the Alternative No. 2 Fee School Facility Costs. As required by Section 65995.7, this amount has been reduced by the amount of local funds (\$0 in the case of the School District) identified pursuant to Section 65995.5(c)(2). Accordingly, Table 19 shows the Net Alternative No. 2 Fee School Facility Costs previously shown in Table 16 and adds to that amount the Alternative No. 2 Fee School Facility Costs previously shown in Table 15. The result, shown in Table 19, is the Alternative No. 3 Fee School Facility Costs.

Table 19
Alternative No. 3 Fee School Facility Costs (2020\$)
(In Accordance with Section 65995.7 of the Government Code)

Item	Amounts
Net Alternative No. 2 Fee School Facility Costs	\$13,014,633
Alternative No. 2 Fee School Facility Costs	\$13,014,633
Alternative No. 3 Fee School Facility Costs	\$26,029,266

B. Alternative No. 3 Fee Calculation

To calculate the Alternative No. 3 Fee, the Alternative No. 3 Fee School Facility Costs were divided by the total square footage of assessable space of the Future Units listed in Table 17. This calculation is required by Section 65995.5(c)(3) and outlined in Section V.C. of the Analysis. Table 20 provides the Alternative No. 3 Fee that can be levied by the School District on new residential development where permitted by applicable law.

**Table 20
Alternative No. 3 Fee (2020\$)**

Item	Amount/Square Footage
Alternative No. 3 Fee School Facility Costs	\$26,029,266
Total Residential Square Footage	3,396,821
Alternative No. 3 Fee	\$7.66

VII. SECTION 66000 OF THE GOVERNMENT CODE

Sections 66000 *et seq.* were enacted by the State in 1987. These provisions are assumed to be applicable to the Alternative Fees. Sections 66000 *et seq.* require that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee, such as the herein described Alternative Fees, as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended or uncommitted in the School District's accounts.

New residential development in the School District, as shown in the Analysis, will generate additional students who will require the School District to provide additional school facilities. The amount to be included in the Alternative Fees is specified by statute. The Alternative No. 2 Fee of \$3.83 per square foot and the Alternative No. 3 Fee of \$7.66 per square foot are justified in the Analysis. The estimated average school facilities cost impacts on the School District per square foot of residential development as estimated in Exhibit E is \$18.58. As the actual school facilities cost impacts per square foot of residential construction is greater than the Alternative Fees, it is reasonable for the School District to determine that the Alternative No. 2 Fee of \$3.83 per square foot and the Alternative No. 3 Fee of \$7.66 per square foot are roughly proportional and reasonably related to the actual impacts caused by residential development on the School District.

This Analysis and the information included in Exhibit E therefore establish that the Alternative Fees meet the requirements of Sections 66000 *et seq.* and such a determination by the School District as part of adopting the Alternative Fees is justified and appropriate. The School District, therefore, is justified in levying Alternative Fees on all new development.

By way of summary, the Analysis shows that Future Units will produce additional elementary school and intermediate school students and that the School District does not have the capacity or funds to accommodate all of those additional students. Alternative Fees, therefore, will be used to fund (i) new elementary school and intermediate school facilities, (ii) expansion of existing elementary school and intermediate school facilities, and (iii) other upgrades to existing school facilities, but only to the extent that such items are needed to accommodate the Projected Unhoused Students generated from Future Units and to the extent that the use of the Alternative Fees on such items is permitted by applicable law.

S:\Clients\Oxnard SD\Demographics\SFNA\SY1920\Report\Final\SFNA_OxnardSD_1920_Fn.doc

EXHIBIT A

Updated SAB Form 50-01

STATE OF CALIFORNIA
ENROLLMENT CERTIFICATION/PROJECTION
 SAB 50-01 (REV 05/09)

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 Page 6 of 6

SCHOOL DISTRICT Oxnard Elementary	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
COUNTY Ventura	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: Attendance Residency

Residency - COS Districts Only - (Fifth Year Projection Only)

Modified Weighting (Fifth-Year Projection Only)

Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
(Fifth-Year Projection Only)

Part H. District Student Yield Factor
(Fifth-Year Projection Only)

Part A. K-12 Pupil Data

Grade	7th Prev. 2004 / 2005	6th Prev. 2005 / 2006	5th Prev. 2006 / 2007	4th Prev. 2007 / 2008	3rd Prev. 2008 / 2009	2nd Prev. 2009 / 2010	Previous 2010 / 2011	Current 2011 / 2012
K	1835	1740	1721	1656	1750	1875	1861	2004
1	1825	1852	1779	1795	1764	1851	1903	1927
2	1747	1739	1741	1724	1734	1734	1820	1833
3	1795	1701	1654	1726	1740	1684	1723	1785
4	1794	1699	1645	1603	1706	1714	1674	1687
5	1772	1742	1634	1608	1612	1677	1706	1657
6	1832	1718	1667	1594	1621	1613	1713	1707
7	1783	1745	1676	1613	1538	1569	1536	1628
8	1780	1688	1690	1596	1574	1504	1540	1512
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	16163	15624	15207	14915	15039	15221	15476	15740

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
0	0	0	0	0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	209	0	209
Severe	172	0	172
TOTAL	381	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-3	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
16702	3981	0	20683

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	277	0	277
Severe	228	0	228
TOTAL	505	0	

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

Jeff Chancer

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

11-23-11

805-385-1501

E-MAIL ADDRESS

jchancer@oxnardsd.org

EXHIBIT B

Updated SAB Form 50-02

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT
 OXNARD ELEMENTARY
 COUNTY
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

PART I - Classroom Inventory NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:
 I am designated as an authorized district representative by the governing board of the district; and,
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Richard Duarte

DATE

2/21/01

EXHIBIT C

Updated SAB Form 50-03

ELIGIBILITY DETERMINATION

SAB 60-03 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT OXNARD ELEMENTARY	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
BUSINESS ADDRESS	HIGH SCHOOL ATTENDANCE AREA (if applicable)
CITY	COUNTY VENTURA

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II - New Construction Eligibility NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)	14,474	3,887		266	106
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)	10,162	3,105		234	90
3. New Construction Baseline Eligibility (line 1 minus line 2)	4,312	782		32	16

Part III - Modernization Eligibility NEW ADJUSTED

1. SCHOOL NAME:

Option A

	K-6	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

	K-6	7-8	9-12	Non-Severe	Severe
8. CBEDS enrollment at school site					
9. Modernization eligibility (multiply line 7 by each grade group on line 8)					

I certify, as the District Representative, that the information reported on this form is true and correct and that:
I am designated as an authorized district representative by the governing board of the district; and:
A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on 7/14/99; and,
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE
Richard Duarte

DATE
2/21/01

EXHIBIT D

Eligibility Determination from the SAB



Project Main Page

[Return to Search Results](#)

DSA eTracker: [03-102632](#)
 Application: 50/72538-00-001
 County: Ventura
 District: Oxnard Elementary
 Site: RAMONA ELEMENTARY
 District Rep: Ms. Janet Penanhoat

[Details](#) [Fund Releases](#) [Budget Summary](#) [Transaction Detail](#) [Modernization Eligibility](#) [New Construction Eligibility](#)

District Code	Attendance Area	Original SAB Approval Date	Recent SAB Approval																																		
72538	0	3/22/2000	2/27/2019																																		
<p>SAB 50-03 New Construction Eligibility Information</p> <p>New Construction Baseline Eligibility</p> <table border="1"> <thead> <tr> <th>Grade Level:</th> <th>K - 6</th> <th>7 - 8</th> <th>9 - 12</th> <th>Non-Severe</th> <th>Severe</th> </tr> </thead> <tbody> <tr> <td>Established Eligibility:</td> <td>4109</td> <td>647</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>SAB Approvals/Adjustments:</td> <td>-3385</td> <td>-382</td> <td>0</td> <td>114</td> <td>42</td> </tr> <tr> <td>Remaining Eligibility:</td> <td>724</td> <td>265</td> <td>0</td> <td>114</td> <td>42</td> </tr> </tbody> </table> <hr/> <p>SAB 50-03 Eligibility Document Status/Dates</p> <table border="1"> <tbody> <tr> <td>Status:</td> <td>PM Complete</td> </tr> <tr> <td>Date Signed:</td> <td>8/23/1999</td> </tr> <tr> <td>Date Received:</td> <td>8/27/1999</td> </tr> <tr> <td>SAB Approval Date:</td> <td>3/22/2000</td> </tr> </tbody> </table>						Grade Level:	K - 6	7 - 8	9 - 12	Non-Severe	Severe	Established Eligibility:	4109	647	0	0	0	SAB Approvals/Adjustments:	-3385	-382	0	114	42	Remaining Eligibility:	724	265	0	114	42	Status:	PM Complete	Date Signed:	8/23/1999	Date Received:	8/27/1999	SAB Approval Date:	3/22/2000
Grade Level:	K - 6	7 - 8	9 - 12	Non-Severe	Severe																																
Established Eligibility:	4109	647	0	0	0																																
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Date Received:	8/27/1999																																				
SAB Approval Date:	3/22/2000																																				

EXHIBIT E

**Summary of School Facility Planning Policies and Estimates of
Actual School Facility Costs**

OXNARD SCHOOL DISTRICT

School Facility Cost Impacts per Residential Square Foot

January 2020

School Facility Costs

School Level	Site Acquisition Cost	Facility Construction	Total Cost
Elementary School	\$0	\$39,071,971	\$39,071,971
Middle School	\$0	\$91,017,188	\$91,017,188

Costs per Student

School Level	Total Cost	Students Housed	Cost per Student
Elementary School	\$39,071,971	750	\$52,096
Middle School	\$91,017,188	1,200	\$75,848

School Facility Cost Impacts per Residential Unit

School Level	Cost per Student	Weighted Average SGR	Cost per Unit
Elementary School	\$52,096	0.2650	\$13,806
Middle School	\$75,848	0.1937	\$14,690
Total School Facility Cost Impact			\$28,496
Average Square Footage ^[1]			1,534
School Facility Cost Impact per Square Foot			\$18.58
<i>[1] See Table 17 of the Analysis.</i>			

OXNARD SCHOOL DISTRICT

Summary of Estimated Costs

Elementary School

January 2020

A. Site			\$0
	Purchase Price of Property		\$0
	Acres ^[1] :	12	
	Cost/Acre:	\$0	
B. Plans			\$2,085,750
	Architect's Fee		\$1,875,000
	Preliminary Tests		\$20,000
	DSA/SDE Plan Check		\$170,750
	Energy Fee Analysis		\$15,000
	Other		\$5,000
C. Construction			\$33,750,000
	(Includes Construction, Site Development, General Site Development, and Technology)		
	Square Feet / Student	75	
	Cost / Square Feet	\$600	
D. Tests			\$50,000
E. Inspection			\$144,000
	(\$12,000 per month for 12 months)		
F. Furniture and Equipment			\$466,875
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)		
G. Contingency			\$549,449
	(\$2,000 + 1.5% of items A-F)		
H. Items Not Funded by the State			\$2,025,897
	Technology (5% of Construction)	\$1,687,500	
	Library Books (8 books/student @ \$15)	\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)	\$229,997	
	Landscaping Architect Fees (8% of Landscaping)	\$18,400	
I. Total Estimated Cost			\$39,071,971

Summary	
School Facilities Capacity - Traditional Calendar	750
School Facilities Cost per Student - Traditional Calendar	\$52,096

OXNARD SCHOOL DISTRICT

Summary of Estimated Costs

Middle School

January 2020

A. Site			\$0
	Purchase Price of Property		\$0
	Acres ^[1] :	28.8	
	Cost/Acre:	\$0	
	<i>[1] Assumes Net Usable Acres.</i>		
B. Plans			\$4,596,600
	Architect's Fee	\$4,123,500	
	Preliminary Tests	\$45,000	
	DSA/SDE Plan Check	\$395,600	
	Energy Fee Analysis	\$25,000	
	Other	\$7,500	
C. Construction			\$78,720,000
	(Includes Construction, Site Development, General Site Development, and Technology)		
	Square Feet / Student	100	
	Cost / Square Feet	\$656	
D. Tests			\$180,000
E. Inspection			\$324,000
	(\$12,000 per month for 18 months x 1.5 inspectors)		
F. Furniture and Equipment			\$1,195,200
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)		
G. Contingency			\$1,277,237
	(\$2,000 + 1.5% of items A-F)		
H. Items Not Funded by the State			\$4,724,151
	Technology (5% of Construction)	\$3,936,000	
	Library Books (8 books/student @ \$20)	\$192,000	
	Landscaping (\$0.44/sq. ft. x 28.8 acres)	\$551,992	
	Landscape Architect Fees (8% of Landscaping)	\$44,159	
I. Total Estimated Cost			\$91,017,188

Summary	
School Facilities Capacity - Traditional Calendar	1,200
School Facilities Cost per Student - Traditional Calendar	\$75,848

EXHIBIT F

Information on Measure D

November 8, 2016 — California General Election
Ballot and voting information for Ventura County.

Oxnard School District

Share This Page

Measure D - 55% Approval Required



◀ Back

▶ Next

Election Results

✓ Passed

24,418 votes yes (69.94%)

10,494 votes no (30.06%)

★ 100% of precincts reporting (66/66).

★ 38,724 ballots counted.

To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?

Add choice to my list.

Yes No

On your actual ballot, you can vote 'yes' or 'no' on this measure.

EXHIBIT G

Bonding Capacity Calculation

OXNARD SCHOOL DISTRICT
Bonding Capacity Calculation
Fiscal Year 2019/2020

Description		Value
(1)	Taxable property of the district including all unitary and operating nonunitary property for the 2019/2020 equalized roll [1].	\$14,062,908,693
(2)	Enter applicable percentage bond debt limit Section 15102 (School District) 1.25% [2] Section 15108 (Unified School District) 2.50%	2.12%
(3)	Bonding capacity	\$298,133,664
(4)	Senate Bill 50 local bonding capacity threshold 15% of District's local bonding capacity	\$44,720,050
(5)	Senate Bill 50 local bonding capacity threshold 30% of District's local bonding capacity	\$89,440,099
<p>[1] Source: County of Ventura, Auditor-Controller's Office. [2] Bonding capacity increased to 2.12 percent based on the School District's bonding capacity waiver, approved by the State Board of Education on March 8, 2017.</p>		

EXHIBIT H

Correspondence with the Cities and County



January 14, 2020

Mr. Isidro Figueroa
Principal Planner, Planning Division
City of Oxnard
214 South C Street
Oxnard, CA 93030

Re: Residential Development Projections within Oxnard School District Boundaries

Dear Mr. Figueroa,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Oxnard ("City") served by the School District **over the next five (5) years**.

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **January 31, 2020**.

Mr. Figueroa, should you have any questions regarding the projections please contact me at 949.250.8322. For your convenience you may also email a signed and scanned copy of the document to me at ccasarez@coopstrategies.com. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,


Cynthia Casarez
Associate



January 14, 2020

Mr. Tony Stewart
Community Development Director
City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041

**Re: Residential Development Projections within Oxnard School District
Boundaries**

Dear Mr. Stewart,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Port Hueneme ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **January 31, 2020.**

Mr. Stewart, should you have any questions regarding the projections please contact me at 949.250.8322. For your convenience you may also email a signed and scanned copy of the document to me at ccasarez@coopstrategies.com. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Cynthia Casarez
Associate

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Port Hueneme ("City"):

 The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	4	1,500
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	117	1,000

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

The residential development projected by the City is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	1	1,200
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	5	1,500
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	117	1,000

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, , of the City of Port Hueneme on 11/28/2020.

Printed Name: Tony Stewart, AICP

Title: Community Development Director



January 14, 2020

Mr. Dave Ward
Planning Director
County of Ventura
800 South Victoria Avenue, L-1740
Ventura, CA 93009

**Re: Residential Development Projections within Oxnard School District
Boundaries**

Dear Mr. Ward,

Cooperative Strategies, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the County of Ventura ("County") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the County served by the School District are shown on the following page. Based on information previously obtained from the County and the School District, Cooperative Strategies has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Cooperative Strategies would like to provide the County with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Cooperative Strategies by **January 31, 2020.**

Mr. Ward, should you have any questions regarding the projections please contact me at 949.250.8322. For your convenience, you may also email a signed and scanned copy of the document to me at ccasarez@coopstrategies.com. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

Cynthia Casarez
Associate

In its efforts to assist Cooperative Strategies, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the County of Ventura ("County"):

The County concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

The residential development projected by the County is listed below:

Unit Type	Projected Number of Units ^[1]	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, Linda Blackbein, of the County of Ventura on 1/24/20.

Printed Name: LINDA BLACKBEIN

Title: SENIOR PLANNER

EXHIBIT I

Reconstruction

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e. commercial/industrial versus residential) or may consist of different residential unit types (e.g., single family detached versus multifamily, etc.).

A. Residential Reconstruction

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable Alternative No. 2 Fee or Alternative No. 3 Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

As of the date of this Analysis, the large-scale Reconstruction of residential development within the School District has not occurred to the point where statistically significant data can be utilized to determine if Replacement Square Footage increases student enrollment. Therefore, prior to the imposition of fees on Replacement Square Footage, the School District may undertake an analysis on any future proposed project(s) and may amend/update this Analysis. Such analysis will examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in student generation rates as identified in the Analysis for the applicable unit types between existing square footage and Replacement Square Footage. To the extent it can be demonstrated that Replacement Square Footage will increase student enrollment, the School District may then impose a fee on the Replacement Square Footage. This fee amount on Replacement Square Footage shall be calculated by determining the cost impacts associated with any growth in student enrollment from the Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the Alternative No. 2 Fee or Alternative No. 3 Fee that is in effect at such time.

B. Reconstruction of Commercial/Industrial Construction into Residential Construction

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District over the next five (5) years, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District over the next five (5) years or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

The fee credit determination will be based upon a comparison of the impacts of the planned residential project and the existing land use category (i.e. retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, or hotel/motel). The actual impacts of the planned residential project (taken from Exhibit E) will be reduced by the impact of the existing commercial/industrial category (derived from calculations contained in the current Commercial/Industrial Development School Fee Justification Study adopted by the School District). Any reduction to the Alternative No. 2 Fee would only occur if the reduced amount falls below the Alternative No. 2 Fee. In such a case, the School District would levy the reduced amount per square foot of new residential construction for the subject Reconstruction project.

EXHIBIT J

Updated School Facilities Capacity Calculation

OXNARD SCHOOL DISTRICT
School Facilities Capacity Calculation

Application	Item	Elementary School	Middle School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritchen Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
Total Capacity	N/A	16,941	3,915

EXHIBIT K

Adjusted School Facilities Capacity Calculation

OXNARD SCHOOL DISTRICT**School Facilities Capacity Calculation**

Application	Item	Elementary School	Middle School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington ES Reconstruction	(650)	0
50/72538-00-013	Lemonwood Elementary	575	351
N/A	Lemonwood ES Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street ES Reconstruction	(775)	0
50/72538-00-016	Emilie Ritchen Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna ES Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
Total Capacity	N/A	13,716	3,915

EXHIBIT L

Matriculation and Allocation of Surplus Seats

OXNARD SCHOOL DISTRICT
Matriculation of Surplus Seats

Actual and Projected School Students from Existing Units

Grade Level	School Year 2019/2020	School Year 2020/2021	School Year 2021/2022	School Year 2022/2023	School Year 2023/2024	School Year 2024/2025
Kindergarten	1,827	1,827	1,827	1,827	1,827	1,827
Grade 1	1,576	1,827	1,827	1,827	1,827	1,827
Grade 2	1,701	1,576	1,827	1,827	1,827	1,827
Grade 3	1,704	1,701	1,576	1,827	1,827	1,827
Grade 4	1,799	1,704	1,701	1,576	1,827	1,827
Grade 5	1,757	1,799	1,704	1,701	1,576	1,827
Grade 6	1,769	1,757	1,799	1,704	1,701	1,576
Grade 7	1,778	1,769	1,757	1,799	1,704	1,701
Grade 8	1,847	1,778	1,769	1,757	1,799	1,704
Elementary School Students	12,133	12,191	12,261	12,289	12,412	12,538
Middle School Students	3,625	3,547	3,526	3,556	3,503	3,405

OXNARD SCHOOL DISTRICT

Allocation of Surplus Seats

Actual and Projected Surplus School Seats from Existing Units

Item	School Year 2019/2020	School Year 2024/2025
Actual/Projected Elementary School Students from Existing Units	12,133	12,538
Existing Elementary School Facilities Capacity	13,716	13,716
Excess Elementary School Seats	1,583	1,178
Actual/Projected Middle School Students from Existing Units	3,625	3,405
Existing Middle School Facilities Capacity	3,915	3,915
Excess Middle School Seats	290	510

**Units to be Constructed over the Next Five (5) Years ("Future Units") and Total Units
to be Constructed (i.e. Next Five (5) Years + Beyond the Next Five (5) Years) ("Total Units")**

Item	Number of Future Units	Number of Total Units ^[1]
Number of SFD Units	593	5,165
Number of SFA Units	351	1,636
Number of MF Units	1,271	1,398
<i>[1] Source: Southern California Association of Governments ("SCAG")</i>		

Percent of Students Generated from Future Units

Item	Students Generated from Future Units	Students Generated from Total Units
Elementary School Students from SFD Units	297	2,583
Elementary School Students from SFA Units	69	324
Elementary School Students from MF Units	221	243
Total Elementary School Students Generated	587	3,150
Middle School Students from SFD Units	297	2,583
Middle School Students from SFA Units	54	252
Middle School Students from MF Units	78	85
Total Middle School Students Generated	429	2,920
Percent of Elementary School Students Generated from Future Units		18.63%
Percent of Middle School Students Generated from Future Units		14.69%

Allocation of Excess School Seats to Students Generated from Future Units

School Level	Excess Seats	% of Students Generated from Future Units
Elementary School	1,178	18.63%
Middle School	510	14.69%
Excess Elementary School Seats Allocated Students Generated from Future Units		219
Excess Middle School Seats Allocated Students Generated from Future Units		75

EXHIBIT M

Surplus Site Determination

Section 65995.6(b)(1) requires the School District to identify and consider any surplus property owned by the School District that may be used as a school site or that is available for sale to finance school facilities. The School District has identified one (1) site that may fall into this category.

1. Seabridge Site

The Seabridge site is an 8.79 acre site intended for use as the School District's next elementary school. Because of the School District's plans to utilize this site for the construction of a future school, site acquisition costs have been excluded from the Analysis. Therefore, this is not considered surplus.

EXHIBIT N

**Identification and Consideration of Local Funding Sources per Section
65995.5(c)(2) and Section 65995.6(b)(3)**

Section 65995.6(b)(3) requires the School District to identify and consider any local sources other than fees, charges, dedications, or other requirements that can be used to offset the cost impacts of Future Units. Additionally, Section 65995.5(c)(2) requires the School District to subtract the amount of Local Funds, which includes commercial/industrial school fees, that the governing board has dedicated to facilities necessitated by Future Units. What follows is a summary of potential local sources, including Local Funds that were evaluated for reducing such impact.

1. Lease Financings

Lease financings are a means of financing facilities through a pledge of lease payments, as opposed to a new revenue source, i.e., Certificates of Participation ("COPs"), Lease Revenue Bonds ("LRBs"), etc. All lease payments associated with lease financings must be paid by the issuing school district through its existing sources of revenue. The lease payments are secured by the issuing school district's general fund.

The School District has not issued any recent lease financings to offset the impact of Future.

2. General Obligation Bonds

General Obligation ("GO") bonds are secured by the full faith, credit and taxing power of the issuing school district. A GO bond constitutes debts of the issuer and generally requires 2/3 approval by election prior to issuance; however, a Proposition 39 GO bond is approved by 55 percent of the votes. In return for a lower voter approval threshold under Proposition 39, the issuing school district (i) must identify a specific list of school facility projects, (ii) has limitations on the rate of maximum tax levy, and (iii) upon approval, the expenditures are monitored and audited by a citizens' oversight committee annually. Voter approval grants the school district the right to levy additional *ad valorem* taxes on all taxable property within its jurisdiction in order to pay debt service on the GO bonds.

On November 8, 2016, the voters of the School District approved Measure D, which authorized the issuance of \$142,500,000 in GO bonds. Of the \$142,500,000, authorized, \$107,181,809 was earmarked for the construction of new school facilities of which \$25, 524,917 remains for future school construction. However, in addition to the Future Units listed in Table 2, the School District will experience growth beyond the next five (5) years. Therefore, the remaining GO bond proceeds available must be apportioned between Future Units and residential units to be constructed beyond the next five (5) years. Based on information obtained from SCAG, the School District could experience an additional 8,199 residential units to be constructed through calendar year 2035. This number includes Future Units and residential units to be constructed beyond the next five (5) years.

Apportioning the remaining \$25,524,917 in earmarked proceeds between students generated from Future Units and units to be constructed beyond the next five (5) years results in \$4,272,375 of proceeds being available to reduce the impact of students generated from Future Units over the next five (5) years. This potential funding will be discussed further below.

3. Redevelopment Pass-Throughs

California redevelopment law allows school districts to share in tax increment income via pass-through agreements with local redevelopment agencies. The passage of AB X1 26 eliminated redevelopment agencies as of February 1, 2012 and replaced them with successor agencies. Though redevelopment agencies have been eliminated, local educational agency's pass-through entitlements remain.

The School District currently has pass-through agreements with the City of Oxnard. Over the last five (5) years, the School District has collected approximately \$2,093,525 in redevelopment revenue from these pass-through agreements. A similar amount of redevelopment revenue can be expected to be received over the next five (5) years. At this time, \$2,093,525 is considered to be available as potential funding for school facilities to house students generated from Future Units.

4. Community Facilities Districts

The Mello-Roos Community Facilities Act provides an alternative method for public agencies to fund facilities with useful lives of five (5) years or more. The Community Facilities District ("CFD") is a financing entity through which a local government is authorized to levy special taxes to pay debt service on issued bonds or to pay for the direct construction of facilities. A two-thirds vote of the qualified voters is required to form the CFD.

The School District has not formed any CFDs to date.

5. School Fees

Sections 17620 *et seq.* of the Education Code gives school districts the authority to collect statutory school fees ("School Fees") from commercial and industrial development if a justification study is prepared and certain nexus findings are made. Section 65995.5(c)(2) requires the School District to identify and consider Local Funds, which includes commercial/industrial School Fees, and to subtract such funds from the total impact created by Future Units, if such Local Funds are available.

The School District currently collects such fees in the amount of \$0.403 per square foot. In the previous five (5) years, the School District collected approximately \$1,018,916 in School Fees from commercial/industrial development. A similar amount of commercial/industrial School Fees can be expected to be received over the following five (5) years. This potential funding will be discussed further below.

6. Identification of Existing Surplus Local Funds

Over the next five (5) years, the School District will need to construct school facilities to house students to be generated from Future Units. Using per-student costs calculated in Exhibit E, providing adequate school facilities to the 722 Projected Unhoused Students identified in Section III.C will have a cost of \$46,021,520. Table N-1 shows a summary of the school facilities needs of the School District.

**Table N-1
Identification of School Facilities Needs (2020\$)**

Item	Amount
Future Unhoused Student Impact	\$46,021,520

As stated above, the School District has identified the following local funds: (i) \$4,272,375 in available GO Bond Proceeds, (ii) a potential for \$2,093,525 in funding from redevelopment pass-through agreements, and (iii) potential commercial/industrial school fees in the amount of \$1,018,916. In addition, the School District also plans to pursue State funding for the construction of school facilities to adequately house students generated from Future Units. Based on the current per-pupil grant amounts established by the State and the School District's site costs, the 722 Projected Unhoused Students would generate \$13,014,633 in State funding. Additionally, based on Table 15 of the Analysis, the School District can expect to receive \$13,014,633 from Alternative No. 2 Fees on new residential development. Table N-2 summarizes potential funding sources to fund the school facilities needs identified in Table N-1.

**Table N-2
Identification of Local Funds (2020\$)**

Item	Amount
Available GO Bond Proceeds	\$4,272,375
Projected Redevelopment Revenues	\$2,093,525
Projected Commercial/Industrial School Fees	\$1,018,916
State Funding for Projected Unhoused Students	\$13,014,633
Projected Alternative No. 2 Fees	\$13,014,633
Total	\$33,414,082

As shown in Table N-3, when considering the current and future school needs of the School District, there is currently a \$12,607,438 funding credit. Therefore, the School District does have surplus funds available to offset the cost impact of Future Units.

**Table N-3
Identification of Funding Credit (2020\$)**

Item	Amount
School Facilities Needs	\$46,021,520
Local Funding Sources	(\$33,414,082)
Remaining Funding Credit	\$12,607,438

EXHIBIT O

Calculation of Additional Grants for General Site Development

OXNARD SCHOOL DISTRICT

General Site Development Grant per Student Calculation

1. Calculation of Additional Grant Amount as a percentage of Base Per-Pupil Grant at Each School Level

School Level	Base Per-Pupil Grant ^[1]	Percent	Additional Grant
Elementary School	\$12,675	6.00%	\$761
Middle School	\$13,437	6.00%	\$806
<i>[1] Includes Automatic Fire Detection/Sprinkler Grant.</i>			

2a. Calculation of Total Grant Amount for a New School Facility at Each School Level

School Level	Grant per New Usable Acre	Site Size	Grant per School Facility
Elementary School	\$20,266	10.6	\$214,820
Middle School	\$20,266	28.8	\$583,661

2b. Calculation of Grant Amount per Student at Each School Level

School Level	Grant per School Facility	Facility Capacity	Grant per Student
Elementary School	\$214,820	750	\$286
Middle School	\$583,661	1,200	\$486

3. Determination of Total Grant per Student for General Site Development at Each School Level

School Level	Additional Grant as a percentage of Base Per-Pupil Grant	Grant per Student	Total Grant for General Site Development
Elementary School	\$761	\$286	\$1,047
Middle School	\$806	\$486	\$1,292



COOPERATIVE STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

OXNARD SCHOOL DISTRICT

ADDENDUM TO 2019/2020 SCHOOL FACILITIES NEEDS ANALYSIS

MARCH 25, 2020

PREPARED FOR:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
T 805.385.1501

PREPARED BY:
Cooperative Strategies
8955 Research Drive
Irvine, CA 92618
T 844.654.2421

ADDENDUM

This addendum ("Addendum") serves to provide supplemental information to the School Facilities Analysis dated February 28, 2020 ("Analysis") of the Oxnard School District ("School District"). The Analysis was prepared in accordance with applicable laws to provide the factual basis for the School District to consider and, if desired, adopt alternative school facility fees that may be collected from residential development in the School District consistent with Section 17620 of the Education Code and Sections 65995.5, 65995.6, and 65995.7 of the Government Code. The information presented herein serves to provide clarification to Exhibit A and Exhibit M of the Analysis.

Exhibit A

Exhibit A of the Analysis serves to provide documentation that the School District has submitted appropriate documentation to the State Allocation Board ("SAB") to participate in and establish an eligibility determination in the School Facilities Program ("SFP"). Exhibit A of the Analysis includes a copy of the School District's SAB Form 50-01 previously filed with the SAB in 2011. The School District has since updated its SAB Form 50-01, which is included in this Addendum as Attachment No. 1. The School District remains eligible with the SAB's requirements to participate in the SFP.

Exhibit M

Exhibit M of the Analysis details information on properties which the School District owns and may consider as surplus to comply with requirements of Section 65995.6(b) of the Government Code. Section 65995.6(b) of the Government Code requires the School District to identify and consider (i) surplus property, if any, owned by the School District that can be used as a school site or that is available for sale to finance school facilities, (ii) the extent to which projected enrollment growth can be accommodated at existing school facilities, and (iii) local sources that are available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units. Exhibit M of the Analysis details information on the School District's Seabridge site but did not include information on the Doris/Patterson site which is also owned by the School District. Attachment No. 2 of this Addendum includes updated information on current properties owned by the School District.

ATTACHMENT NO. 1

STATE OF CALIFORNIA
ENROLLMENT CERTIFICATION/PROJECTION

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 50-01 (REV 05/09)

Page 6 of 6

SCHOOL DISTRICT Oxnard School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
COUNTY Ventura	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection
 HSAA Districts Only - Check one: Attendance Residency
 Residency - COS Districts Only - (Fifth Year Projection Only)

<input checked="" type="checkbox"/> Modified Weighting (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> Alternate Weighting - (Fill in boxes to the right):			

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only) 1142

Part H. District Student Yield Factor
 (Fifth-Year Projection Only) .5

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
11583	3528	0	15111

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	74	0	74
Severe	47	0	47
TOTAL	121	0	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	20182/2019
K	2004	1970	1971	1978	1992	1997	2002	1855
1	1927	2016	1879	1870	1805	1803	1711	1720
2	1833	1864	1974	1868	1855	1785	1780	1718
3	1785	1793	1801	1824	1856	1796	1770	1794
4	1725	1784	1802	1833	1817	1787	1767	1771
5	1657	1784	1780	1793	1859	1899	1811	1809
6	1707	1716	1697	1676	1739	1811	1810	1790
7	1628	1666	1641	1633	1681	1713	1733	1874
8	1512	1580	1649	1646	1631	1650	1679	1803
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	15778	16173	16194	16121	16235	16241	16063	16134

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9								
10								
11								
12								
TOTAL								

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	82		82
Severe	52		52
TOTAL	134		

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	/	/	/	/

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
11147	10656	10641	10441	10471	10062	9580	9975	9814

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

Janet Penanhoat

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

805 385-1501 x2401

E-MAIL ADDRESS

JPenanhoat@oxnard.org

ATTACHMENT NO. 2

Section 65995.6(b)(1) requires the School District to identify and consider any surplus property owned by the School District that may be used as a school site or that is available for sale to finance school facilities. The School District has identified two (2) sites that may fall into this category.

1. **Seabridge Site**

The Seabridge site is an 8.79-acre site intended for use as the School District's next elementary school. Because of the School District's plans to utilize this site for the construction of a future school, site acquisition costs have been excluded from the Analysis. Therefore, this is not considered surplus.

2. **Doris/Patterson Site**

The Doris/Patterson site is a 25-acre site intended for use as a future elementary school and future middle school. Because of the School District's plans to utilize this site for the construction of future schools, site acquisition costs have been excluded from the Analysis at both school levels. Therefore, this is not considered surplus.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section B: Hearing

Conduct Public Hearing and Consider Adoption of Resolution #19-31 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Penanhoat)/ (Hearing & Action Item)

On January 22, 2020, the State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$3.79 to \$4.08 per square foot for assessable space of residential development and from \$0.61 to \$0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Dolinka Group, LLC (now known as Cooperative Strategies) to prepare the Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies"). Pursuant to the State law and based on information contained in the Studies, the District is fully justified in levying sixty-six percent (66%) of the maximum Level 1 Fee amounts, or \$2.69 per square foot for all new residential development and \$0.436 per square foot for all new commercial/industrial development, except for the hotel/motel category where it is justified in levying a School Fee of \$0.238 per square foot and the self-storage category where it is justified in levying a School Fee of \$0.014 per square foot. The Studies were available for public review from March 20, 2020 through April 1, 2020.

FISCAL IMPACT:

Increase in the Level I fee to \$2.69 per square foot for all new residential development and up to \$0.436 per square foot for all new commercial/industrial development.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 19-31, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 1, 2020, 60 days after the adoption date at the public hearing.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-31 \(9 pages\)](#)
[Residential and Commercial/Industrial Development School Fee Justification Studies \(49 pages\)](#)

RESOLUTION NO. 19-31

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$4.08 per square foot for assessable space of residential development and \$0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impactsthe educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered two studies entitled "Residential Development School Fee Justification Study for Oxnard School District" and "Commercial/Industrial Development School Fee Justification Study for Oxnard School District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result

from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

Section 14. That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$2.69 per square foot of assessable space for new single family detached residential development and \$2.69 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.436 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the

Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.436
Office	\$0.436
Research and Development	\$0.436
Industrial/Warehouse/Manufacturing	\$0.436
Hospitals	\$0.436
Hotel/Motel	\$0.238
Self-Storage	\$0.014

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for

opposing the imposition of commercial/industrial Statutory School Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.

- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and

serve the decision by certified or registered mail to the last known address of the party.

- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

Section 21. That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON APRIL 1, 2020

BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT

By:

President of the Board of Trustees of
the Oxnard School District

ATTEST:

By:

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Jesus Vega, do hereby certify that the foregoing Resolution No. 19-31 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 1st day of April, 2020, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Clerk of the Board of Trustees of the
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Jesus Vega, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19-31 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 1st day of April, 2020.

Clerk of the Board of Trustees of the
Oxnard School District



► **RESIDENTIAL AND
COMMERCIAL/INDUSTRIAL
DEVELOPMENT SCHOOL FEE
JUSTIFICATION STUDY**

OXNARD SCHOOL DISTRICT

MARCH 17, 2020

Prepared For:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
805.385.1501

Prepared By:
Cooperative Strategies
8955 Research Drive
Irvine, CA 92618
844.654.2421



**COOPERATIVE
STRATEGIES**
ASSESS • PLAN • FUND • BUILD

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EXHIBITS

EXHIBIT A:

Current SAB Form 50-02

EXHIBIT B:

Updated School Facilities Capacity Calculation

EXHIBIT C:

Adjusted School Facilities Cost Estimates

EXHIBIT D:

Matriculation of Student Enrollment

EXHIBIT E:

Updated School Facilities Cost Estimates

EXECUTIVE SUMMARY

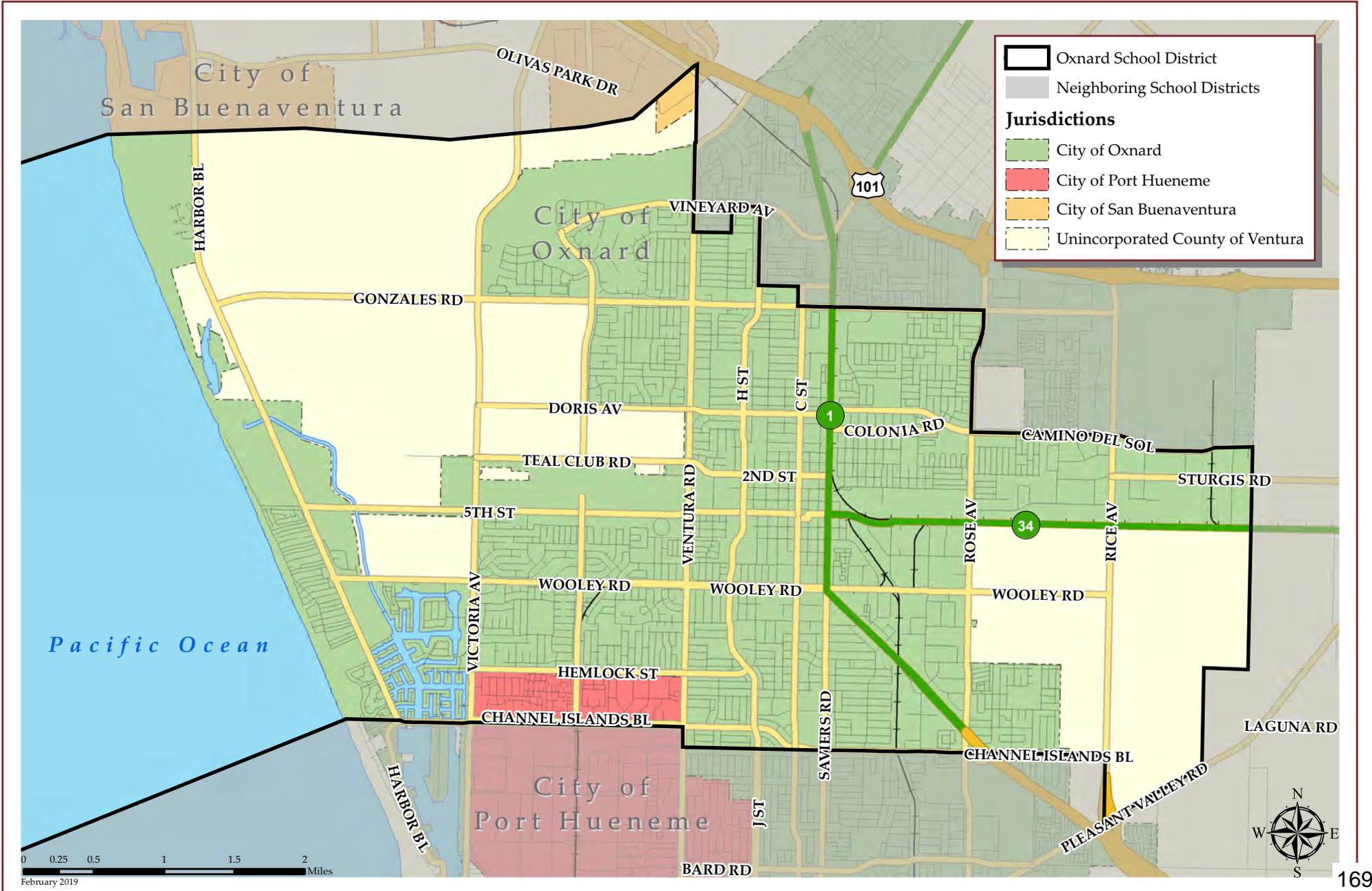
This Residential and Commercial/Industrial Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential and commercial/industrial ("CID") development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential and CID building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code, Assembly Bill ("AB") 181, and subdivision (e) of Section 17621 of the Education Code

The School District provides education to students in grades kindergarten through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2019/2020 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. Of these 20,856 seats, 16,941 are at the elementary school level (i.e., grades kindergarten through 6) and 3,915 are at the intermediate school level (i.e., grades 7 and 8). This capacity includes seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 15,758 in school year 2019/2020. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at the both school levels in school year 2019/2020 (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments ("SCAG") approximately 8,199 additional residential units are expected be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 8,199 Future Units, 5,165 are expected to be single family detached ("SFD") and 3,034 are expected to be multi-family attached ("MFA") units.

OXNARD SCHOOL DISTRICT

GEOGRAPHIC PROFILE



To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation rates ("SGRs") documented in the School District's School Facilities Needs Analysis, dated February 28, 2020 ("Analysis") to determine the projected student enrollment from Future Units. The results were that 1,972 unhoued elementary school students and 2,410 unhoued intermediate school students are anticipated to be generated from Future Units. These numbers include a reduction of the number of students projected to be housed by existing excess seats ("Projected Unhoused Students").

To adequately house the Projected Unhoused Students, the School District will need to construct new intermediate school facilities. Using design capacities of 750 students at the elementary school level and 1,200 students per intermediate school, the School District will need to construct three (3) new elementary schools and two (2) new intermediate schools to accommodate the Projected Unhoused Students from the Future Units projected to be constructed at this time. Based on school facility cost estimates prepared by Cooperative Strategies, an elementary school is projected to cost \$39,071,971 and a intermediate school is projected to cost \$91,017,188.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

TABLE ES - 1
TOTAL SCHOOL FACILITIES COST IMPACTS (2020\$)

School Levels	Cost Per Facility/ Student	Facilities Required/Students Generated	Total School Facilities Cost Impacts
Elementary School	\$39,071,971	2.6293	\$102,731,933
Intermediate School	\$91,017,188	2.0083	\$182,789,819
Central Admin Impacts	\$800	4,382	\$3,505,600
Total	N/A	N/A	\$289,027,352

The amounts listed in Table ES-1 were first adjusted based on potential proceeds available to the School District to offset the school facilities cost impacts, and then apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 lists the school facilities cost impacts per residential unit.

TABLE ES - 2

TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT (2020\$)

Land Use	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$227,461,696	5,165	\$44,039
Multi-Family Attached	\$36,040,739	3,034	\$11,879

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

TABLE ES - 3

TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2020\$)

Land Use	School Facilities Cost Impacts per Future Units	Average Square Footage	School Facilities Cost Impacts per Residential Square Foot
Single Family Detached	\$44,039	2,697	\$16.33
Multi-Family Attached	\$11,879	1,270	\$9.35

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides commercial/industrial development ("CID") into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/ manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-4.

TABLE ES - 4
EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET CID

CID Land Use Category	Square Feet per Employee	Employees per 1,000 Square Feet
Retail and Service	447	2.2371
Office	286	3.4965
Research and Development	329	3.0395
Industrial/Warehouse/Manufacturing	371	2.6954
Hospital	360	2.7778
Hotel/Motel	883	1.1325
Self-Storage	15,552	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and CoreLogic provide a basis for estimating net school district household impacts. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, expressed in 2020 dollars. These results are summarized in Table ES-5.

TABLE ES - 5
GROSS SCHOOL FACILITIES COSTS IMPACTS
PER HOUSEHOLD (2020\$)

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Unit
Elementary School	0.0036	\$27,712	\$99.76
Intermediate School	0.0023	\$60,346	\$138.80
Impact per Household	N/A	N/A	\$238.56

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the proposed Alternative No. 2 Fee of \$3.83 per square foot, justified in the School District's Analysis. The residential revenues per household are then subtracted from the impact per household listed above. This results in net impact per household, as summarized in Table ES-6.

TABLE ES - 6
NET SCHOOL FACILITIES COST IMPACTS
PER HOUSEHOLD (2020\$)

Item	Amount
Impact per Household	\$238.56
Residential Revenue Per Household	\$28.24
Net School Facilities Cost Impacts Per Household	\$210.32

The net impact per household is then divided by the appropriate square feet per employee for each of the seven (7) CID land use categories to determine the cost impact per square foot of CID for each CID category, as shown in Table ES-7.

TABLE ES - 7
NET SCHOOL FACILITIES COST IMPACTS
PER SQUARE FOOT (2020\$)

School Level	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
Retail and Services	\$210.32	447	\$0.471
Office	\$210.32	286	\$0.735
Research and Development	\$210.32	329	\$0.639
Industrial/Warehouse/Manufacturing	\$210.32	371	\$0.567
Hospital	\$210.32	360	\$0.584
Hotel/Motel	\$210.32	883	\$0.238
Self-Storage	\$210.32	15,552	\$0.014

On January 22, 2020, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$3.79 to \$4.08 per residential building square foot, and from \$0.61 to \$0.66 per CID square foot for unified school districts.

As shown in Table ES-3, the impact per residential square foot exceeds the maximum residential School Fee per square foot and, therefore, School Fees would provide for less than 100 percent of the school facilities cost impacts. Based on the School District’s fee sharing agreement with the Oxnard Union High School District (“OUHSD”), the School District can collect 66 percent, or \$2.69 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$2.69 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table ES-7, against the maximum CID Fee per square foot as noted above. As shown in Table ES-8, the School District is justified in levying:

TABLE ES - 8
MAXIMUM SCHOOL FEE PER SQUARE FOOT OF CID

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.436
Office	\$0.436
Research and Development	\$0.436
Industrial/Warehouse/Manufacturing	\$0.436
Hospitals	\$0.436
Hotel/Motel	\$0.238
Self-Storage	\$0.014

I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016, the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to collect mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with a reformed School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees, and Alternative Fees are generally not imposed upon residential units that have existing agreements with a school district.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation are summarized below:

A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.

4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

C. AB 181

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 et seq. of the Government Code which was re-codified as Sections 17620 et seq. of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district." Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.
3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.

4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

D. AB 48/PROPOSITION 13

AB 48, the Public Preschool, K-12, and College Health and Safety Bond Act of 2020, is a statewide bond initiative that will be voted on in the March 3, 2020 statewide primary election as Proposition 13. If approved by the voters of the State, this legislation would also make changes to the imposition of school fees on certain types of residential developments. AB 48 provides a 20 percent reduction on fees imposed by school districts pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code for all multifamily residential development projects. Additionally, certain multifamily housing developments that meet the criteria established in Section 65999(a) of the Government Code would be exempt from any fees imposed by School Districts pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code. The reduction and exemption provisions of this legislation, if approved by voters, would expire on January 1, 2026. This Study considers the full cost impacts of all multifamily development regardless of any reductions or exemptions. If Proposition 13 is approved by the voters on March 3, 2020 and the provisions of AB 48 go into effect, the School District will be required to reduce or waive the fees it imposes on multifamily residential development pursuant to Sections 65995, 65995.5, and 65995.7 of the Government Code accordingly at the time of building permit issuance.

III. METHODOLOGY OF STUDY

The School District is projecting an increase in student enrollment attributable to new development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, AB 1818, and the provisions of Section 66001 of the Government Code.

A. RESIDENTIAL METHODOLOGY

The School District has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections - The number of future residential units to be constructed within the boundaries of the School District.
2. Student generation - The number of students generated from a residential unit within the School District.
3. Facility requirements - The number of new school facilities required to house students generated from new residential units
4. School facilities cost impacts - The costs to the School District associated with the construction of new school facilities.
5. School Fee requirements – The School District's need to levy School Fees to cover the cost of new school facilities.

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs.

B. COMMERCIAL/INDUSTRIAL METHODOLOGY

The School District has also determined that School Fees must be levied on new CID projects. In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

1. Job creation (i.e., new CID within the School District creates new jobs);
2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
3. Student generation (i.e., household formation within the School District generates new students);
4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

1. Employment Impacts
2. Household Impacts
3. Student Generation Impacts
4. School Facilities Cost Impacts
5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

C. COMMERCIAL/INDUSTRIAL LAND USE CATEGORIES

Linkage impacts are analyzed for the following CID land use categories:

1. Retail and Services
2. Office
3. Research and Development
4. Industrial/Warehouse/Manufacturing
5. Hospital
6. Hotel/Motel
7. Self-Storage

RETAIL AND SERVICES

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

OFFICE

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

RESEARCH AND DEVELOPMENT

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

INDUSTRIAL/WAREHOUSE/MANUFACTURING

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

HOSPITAL

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

HOTEL/MOTEL

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

SELF-STORAGE

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential and CID development, school year 2019/2020 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2019/2020 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. These capacities include seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 20,856 existing seats, 10,364 are at the elementary school level and 3,915 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2019/2020 is 15,758 students. As shown in Table 1, the School District's facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2019/2020.

**TABLE 1
EXISTING SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT**

School Level	2019/2020 Facilities Capacity	2019/2020 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	16,941	10,364	6,577
Intermediate School (Grades 7-8)	3,915	5,394	(1,479)
Total	20,856	15,758	5,098

The capacities identified in Table 1 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Study, based on the per-pupil grant amounts submitted for each project. However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District's SAB Form 50-02 (Exhibit A), Cooperative Strategies evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable

State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and intermediate school capacity consists of 3,915 seats (see Exhibit C for the adjusted school facilities capacity calculation). As shown in Table 2, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2019/2020.

TABLE 2
ADJUSTED SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT

School Level	2019/2020 Facilities Capacity	2019/2020 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	13,716	12,133	1,583
Intermediate School (Grades 7-8)	3,915	3,625	290
Total	17,631	15,758	1,873

Next, Cooperative Strategies matriculated existing students forward five (5) years to determine whether any of the existing surplus elementary school and intermediate school seats will be needed to house future students generated from existing residential units. This resulted in a reduction of surplus seats at the elementary school level to 1,178, and an increase of surplus seats at the intermediate school level to 510 (See Exhibit D). These surplus seats will be addressed in Section V.

V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

A. PROJECTED RESIDENTIAL DEVELOPMENT WITHIN THE SCHOOL DISTRICT

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, the School District expects the construction of approximately 8,199 Future Units through calendar year 2035. Of these 8,199 Future Units, 5,165 are expected to be SFD units and 3,034 are expected to be MFA units. Table 3 distinguishes Future Units by land use.

TABLE 3
FUTURE UNITS

Land Uses	Total Future Units
Single Family Detached	5,165
Multi-Family Attached	3,034
Total Units	8,199

B. RECONSTRUCTION

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

B1. RESIDENTIAL RECONSTRUCTION

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGRs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

B2. RECONSTRUCTION OF COMMERCIAL/INDUSTRIAL CONSTRUCTION INTO RESIDENTIAL CONSTRUCTION

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District in the future, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

C. STUDENT GENERATION RATES PER RESIDENTIAL UNIT

In order to analyze the impact on the School District’s student enrollment from Future Units, Cooperative Strategies utilized SGRs documented in the School District’s Analysis. These SGRs are shown in Table 4.

**TABLE 4
STUDENT GENERATION RATES**

School Levels	Single Family Detached Units	Multi-Family Attached Units
Elementary School	0.5000	0.1869
Intermediate School	0.5000	0.1111
Total	1.0000	0.2980

D. SCHOOL DISTRICT FACILITIES REQUIREMENTS

By multiplying the Future Units as listed in Table 3 by the SGRs identified in Table 4, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 5.

**TABLE 5
PROJECTED STUDENT ENROLLMENT FROM FUTURE UNITS**

School Level	Projected Student Enrollment from Future SFD Units	Projected Student Enrollment from Future MFA Units	Projected Student Enrollment from Future Units
Elementary School	2,583	567	3,150
Intermediate School	2,583	337	2,920
Total	5,166	904	6,070

As indicated in Section IV, 1,178 surplus elementary school seats and 510 surplus intermediate school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at both school levels. Table 6 shows Projected Unhoused Students for the School District.

**TABLE 6
PROJECTED UNHOUSED STUDENTS FROM FUTURE UNITS**

School Levels	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
Elementary School	3,150	1,178	1,972
Intermediate School	2,920	510	2,410
Total	6,070	1,688	4,382

To determine the number of elementary school and intermediate school facilities necessary to adequately house the Projected Unhoused Students, Cooperative Strategies divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 7.

**TABLE 7
ADDITIONAL SCHOOL FACILITIES FOR PROJECTED UNHOUSED STUDENTS**

School Levels	Projected Unhoused Students	Estimated Facilities Capacity	Additional Facilities Needed
Elementary School	1,972	750	2.6293
Intermediate School	2,410	1,200	2.0083

E. SCHOOL DISTRICT FACILITIES COSTS

School facilities cost estimates at the elementary school and intermediate school levels were prepared by Cooperative Strategies. The school facilities costs represent the full cost of site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2020 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 8 while the costs for each component of the school facilities construction are listed in Exhibit E.

TABLE 8
ESTIMATED SCHOOL FACILITIES COSTS (2020\$)

School Levels	Estimated Total Cost per Facility
Elementary School	\$39,071,971
Intermediate School	\$91,017,188

The costs in Table 8 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 6, Future Units will cause the enrollment of the School District to increase by approximately 4,382 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

F. TOTAL SCHOOL FACILITIES COST IMPACTS

To determine the total school facilities cost impacts caused by Future Units, Cooperative Strategies (i) multiplied the school facilities costs (Table 8) by the additional school facilities needed (Table 7) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 6). Table 9 illustrates the total school facilities cost impacts from future residential development.

TABLE 9
TOTAL SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2020\$)

Item	Cost per Facility/ Student	Facilities Required/Students Generated	Total School Facilities Cost Impacts
Elementary School	\$39,071,971	2.6293	\$102,731,933
Intermediate School	\$91,017,188	2.0083	\$182,789,819
Central Admin Impacts	\$800	4,382	\$3,505,600
Total	N/A	N/A	\$289,027,352

On November 8, 2016, the voters of the School District approved Measure D, which authorized the issuance of \$142,500,000 in GO bonds for the construction of new school facilities and the modernization and renovation of existing School Facilities. Of the \$142,500,000 authorized to be issued, \$107,181,809 was earmarked for new classroom construction of school facilities, of which \$25,524,917 remains for future school construction. Therefore, there is approximately \$25,524,917 in remaining GO bond proceeds to offset the total school facilities costs impacts shown in Table 9. The net school facilities costs impacts are shown in Table 10.

T A B L E 1 0

NET SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2020\$)

Item	Total School Facilities Cost Impacts	New Construction Proceeds from GO Bonds	Net School Facilities Cost Impacts
Elementary School	\$102,731,933	\$17,016,611	\$85,715,322
Intermediate School	\$182,789,819	\$8,508,306	\$174,281,513
Central Admin Impacts	\$3,505,600	\$0	\$3,505,600
Total	N/A	N/A	\$263,502,435

G. SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 11 shows total school facilities cost impacts by land use.

T A B L E 1 1
TOTAL SCHOOL FACILITIES COST IMPACTS BY LAND USE (2020\$)

School Level	Single Family Detached Units	Multi-Family Attached Units	Total School Facilities Cost Impacts
Elementary School	\$71,578,425	\$15,714,497	\$87,292,922
Intermediate School	\$155,883,270	\$20,326,243	\$176,209,513
Total	\$227,461,696	\$36,040,739	\$263,502,435

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

T A B L E 1 2
SCHOOL FACILITIES COST IMPACTS PER FUTURE UNIT (2020\$)

Land Uses	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$227,461,696	5,165	\$44,039
Multi-Family Attached	\$36,040,739	3,034	\$11,879

H. SCHOOL FACILITIES COST IMPACTS PER SQUARE FOOT

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for units constructed within the School District obtained from the County Assessor, Cooperative Strategies estimates that the average square footage of an SFD unit in the School District is projected to be 2,697 square feet while the average square footage of an MFA unit is projected to be 1,270 square feet. Table 13 shows the school facilities cost impacts per square foot of residential construction in the School District.

TABLE 13
SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2020\$)

Land Uses	School Facilities Cost Impacts per Residential Unit	Average Square Footage	School Facilities Cost Impacts per Square Foot
Single Family Detached	\$44,039	2,697	\$16.33
Multi-Family Attached	\$11,879	1,270	\$9.35

VI. IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

1. All "linkage impacts" discussed in Section III, by CID land use category.
2. Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
3. Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
4. The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

A. EMPLOYMENT IMPACTS

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space, which are referred to in the Study as CID Land Use Categories. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. The employment impacts are shown in Table 14.

TABLE 14

EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET (2020\$)

CID Land Use Category	Square Feet per Employee
Retail and Services	447
Office	286
Research and Development	329
Industrial/Warehouse/Manufacturing	371
Hospital	360
Hotel/Motel	883
Self-Storage	15,552

B. HOUSEHOLD IMPACTS

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

1. Households per Employee

The average number of households per employee are calculated based on information obtained from the Census. Based on this information, the total household impacts are 0.5567 households per employee within the School District.

2. Employed Persons Living within the School District

In order to determine the number of employed persons who live within the School District, Cooperative Strategies utilized data from the Census. Based on this data, approximately 24.61 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

3. Propensity to Occupy New Homes

The propensity to occupy new housing within the general area of the School District helps determine the number of employees generated from new homes. Based on data on recent resales and new home sales obtained from CoreLogic, new home sales in the School District were estimated to equal 2.50 percent of the total housing units which experienced occupant turnover between 2018 and 2019.

4. Total Household Impact

In order to determine the Total Household Impact of new residential units, the Study multiplied the average employed persons per household, employed person living within the School District, and the propensity to occupy new homes. This helps determine the number of new employees coming to live and work within the School District produced by new residential development, as shown in Table 15.

TABLE 15
TOTAL HOUSEHOLD IMPACTS FROM NEW CID

Household Impact	Factor
Households per Employees	0.5567
Employees Living within the School Districts	24.61%
Households with Employees Working within the School District	0.1370
Propensity to Occupy New Homes	2.50%
Total Household Impacts	0.0034

C. STUDENT GENERATION IMPACTS

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

1. RESIDENTIAL STUDENT GENERATION IMPACTS

In order to analyze household formation as a result of new CID, the SGRs shown in Table 4 must be blended. To blend the SGRs of the two (2) land uses into a single SGR for each school level, the land uses were weighted in proportion to each type's percentage of the future residential units to be constructed within the School District. Applying these weighting factors yields the following blended SGRs shown in Table 16.

TABLE 16
BLENDED STUDENT GENERATION RATES

School Level	Blended Student Generation Rates
Elementary School	0.3841
Intermediate School	0.3561

2. TOTAL STUDENT GENERATION IMPACTS

Multiplying total household impacts shown in Table 15 by the blended SGRs shown in Table 16 results in the average student generation impacts. These average student generation impacts are shown by school level in Table 17.

**TABLE 17
AVERAGE STUDENT GENERATION IMPACTS**

School Level	Student Generation Rates	Total Household Impacts	Average Student Generation Impacts
Elementary School	0.3841	0.0034	0.0013
Intermediate School	0.3561	0.0034	0.0012

D. INTER-DISTRICT TRANSFER IMPACTS

The Study also evaluates the impact of students attending the School District on an inter-district transfer basis. The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2019/2020 total 141 at the elementary school level and 68 at the intermediate school level. Employment within the School District's area is estimated at 61,995 persons based on employment estimates provided by SCAG. Table 18 shows the inter-district transfer impacts by school level.

**TABLE 18
INTER-DISTRICT TRANSFER IMPACTS**

School Level	Inter-District Transfer Impacts
Elementary School	0.0023
Intermediate School	0.0011

E. TOTAL STUDENT GENERATION IMPACT

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 17 are added to the inter-district transfer impacts from Table 18. The resulting total student generation impacts are displayed in Table 19.

**TABLE 19
TOTAL STUDENT GENERATION IMPACTS**

School Level	Average Student Generation Impacts	Inter-District Transfer Impacts	Total Student Generation Impacts
Elementary School	0.0013	0.0023	0.0036
Intermediate School	0.0012	0.0011	0.0023

F. GROSS SCHOOL FACILITIES COST IMPACTS

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category.

1. SCHOOL FACILITIES COSTS PER STUDENT

The school facilities costs per student are the average cost impact produced by students generated from Future Units. This impact estimate is derived from the school facilities costs (Table 11) divided by the Projected Student Enrollment from Future Units (Table 5) by school level. Multiplying the total student generation impacts by the school facilities costs per student results in the gross school facilities cost impacts shown in Table 20.

TABLE 20
GROSS SCHOOL FACILITIES COSTS IMPACTS PER STUDENT (2020\$)

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Student
Elementary School	0.0036	\$27,712	\$99.76
Intermediate School	0.0023	\$60,346	\$138.80
Total	N/A	N/A	\$238.56

G. FEE REVENUES

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

1. RESIDENTIAL REVENUES AND NET SCHOOL FACILITY COSTS

Residential revenues equal the maximum revenues from residential development associated with each school level. These revenues are derived from a weighted average of (i) the School District's proposed Alternative No. 2 School Fee of \$3.83 per square foot multiplied by the School District's weighted average square footage for residential units of 2,169 square feet. Based on this calculation, the residential revenues per unit in the School District are estimated to be \$8,307. Multiplying the average student generation impact shown in Table 17 by residential revenues results in the residential revenues per student shown in Table 21.

TABLE 21
RESIDENTIAL REVENUES PER HOUSEHOLD (2020\$)

Item	Amount
Revenue per Residential Unit	\$8,307
Total Household Impact	0.0034
Residential Revenue per Household	\$28.24

2. NET SCHOOL FACILITIES COST IMPACTS

In order to calculate the net school facilities cost impacts per grade level, the residential revenues shown in Table 21 were subtracted from the gross school facilities cost impacts shown in Table 20. The results are the net school facilities cost impacts that must be funded by CID School Fees, as shown in Table 22.

TABLE 22
NET SCHOOL FACILITIES COST IMPACTS
PER HOUSEHOLD (2020\$)

Item	Amount
Gross School Facilities Cost Impacts per Household	\$238.56
Residential Revenue per Household	\$28.24
Net School Facilities Cost Impacts per Household	\$210.32

H. JUSTIFICATION OF COMMERCIAL/INDUSTRIAL SCHOOL FEES

Dividing net school facilities cost impacts shown in Table 22 by total the square feet per employee for each land use category, as shown in Table 14, results in the CID impacts shown in Table 23.

TABLE 23
EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET

CID Land Use Category	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
Retail and Services	\$210.32	447	\$0.471
Office	\$210.32	286	\$0.735
Research and Development	\$210.32	329	\$0.639
Industrial/Warehouse/Manufacturing	\$210.32	371	\$0.567
Hospital	\$210.32	360	\$0.584
Hotel/Motel	\$210.32	883	\$0.238
Self-Storage	\$210.32	15,552	\$0.014

VII. CONCLUSION

On January 22, 2020, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$3.79 to \$4.08 per residential building square foot, and from \$0.61 to \$0.66 per CID square foot for unified school districts.

This section summarizes the findings of the Study for new residential and commercial/industrial construction within the School District. In particular, this section summarizes the following:

1. RESIDENTIAL FEES

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$2.69 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$2.69 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 24 on new residential construction:

TABLE 24
MAXIMUM JUSTIFIED STATUTORY RESIDENTIAL FEE
PER SQUARE FOOT (2020\$)

Item	Residential Fee per Square Foot
Single Family Detached	\$2.69
Multifamily Attached	\$2.69

2. COMMERCIAL/INDUSTRIAL FEES

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is \$0.436 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table 23, against the maximum CID Fee per square foot as noted above.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 25 on new CID construction:

**TABLE 25
MAXIMUM JUSTIFIED STATUTORY CID FEE
PER SQUARE FOOT (2020\$)**

CID Land Use Category	CID Fee per Square Foot
Retail and Services	\$0.436
Office	\$0.436
Research and Development	\$0.436
Industrial/Warehouse/Manufacturing	\$0.436
Hospital	\$0.436
Hotel/Motel	\$0.238
Self-Storage	\$0.014

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EXHIBIT A

CURRENT SAB FORM 50-02

STATE OF CALIFORNIA
EXISTING SCHOOL BUILDING CAPACITY

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT
 OXNARD ELEMENTARY
 COUNTY
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

PART I - Classroom Inventory NEW ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

PART II - Available Classrooms

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

PART III - Determination of Existing School Building Capacity

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:
 I am designated as an authorized district representative by the governing board of the district; and,
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

Richard Duarte

DATE

2/21/01

EXHIBIT B

UPDATED SCHOOL FACILITIES CAPACITY CALCULATION

Oxnard School District
School Facilities Capacity Calculation

Application	Item	Elementary School	Middle School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
Total Capacity	N/A	16,941	3,915

EXHIBIT C

ADJUSTED SCHOOL FACILITIES CAPACITY CALCULATION

Oxnard School District

Adjusted School Facilities Capacity Calculation

Application	Item	Elementary School	Middle School
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington Elementary Reconstruction	(650)	0
50/72538-00-013	Lemondwood Elementary	575	351
N/A	Lemondwood Elementary Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street Elementary Reconstruction	(775)	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna Elementary Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
Total Capacity	N/A	13,716	3,915

EXHIBIT D

MATRICULATION OF STUDENT ENROLLMENT

Oxnard School District
Matriculation of Surplus Seats

Actual and Projected School Students from Existing Units

Grade Level	School Year 2019/2020	School Year 2020/2021	School Year 2021/2022	School Year 2022/2023	School Year 2023/2024	School Year 2024/2025
Kindergarten	1,827	1,827	1,827	1,827	1,827	1,827
Grade 1	1,576	1,827	1,827	1,827	1,827	1,827
Grade 2	1,701	1,576	1,827	1,827	1,827	1,827
Grade 3	1,704	1,701	1,576	1,827	1,827	1,827
Grade 4	1,799	1,704	1,701	1,576	1,827	1,827
Grade 5	1,757	1,799	1,704	1,701	1,576	1,827
Grade 6	1,769	1,757	1,799	1,704	1,701	1,576
Grade 7	1,778	1,769	1,757	1,799	1,704	1,701
Grade 8	1,847	1,778	1,769	1,757	1,799	1,704
Elementary School Students	12,133	12,191	12,261	12,289	12,412	12,538
Middle School Students	3,625	3,547	3,526	3,556	3,503	3,405

Actual and Projected Surplus School Seats from Existing Units

Item	School Year 2019/2020	School Year 2024/2025
Actual/Projected Elementary School Students from Existing Units	12,133	12,538
Existing Elementary School Facilities Capacity	13,716	13,716
Excess Elementary School Seats	1,583	1,178
Actual/Projected Middle School Students from Existing Units	3,625	3,405
Existing Middle School Facilities Capacity	3,915	3,915
Excess Middle School Seats	290	510

EXHIBIT E

UPDATED SCHOOL FACILITIES COST ESTIMATES

Oxnard School District
Summary of Estimated Costs
Elementary School
March 2020

A. Site				\$0
	Purchase Price of Property		\$0	
		Acres ^[1] :	12	
		Cost/Acre:	\$0	
B. Plans				\$2,085,750
	Architect's Fee		\$1,875,000	
	Preliminary Tests		\$20,000	
	DSA/SDE Plan Check		\$170,750	
	Energy Fee Analysis		\$15,000	
	Other		\$5,000	
C. Construction				\$33,750,000
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		75	
	Cost / Square Feet		\$600	
D. Tests				\$50,000
E. Inspection				\$144,000
	(\$12,000 per month for 12 months)			
F. Furniture and Equipment				\$466,875
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$549,449
	(\$2,000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$2,025,897
	Technology (5% of Construction)		\$1,687,500	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997	
	Landscape Architect Fees (8% of Landscaping)		\$18,400	
I. Total Estimated Cost				\$39,071,971
	Summary			
	School Facilities Capacity - Traditional Calendar		750	
	School Facilities Cost per Student - Traditional Calendar		\$52,096	

Oxnard School District
Summary of Estimated Costs
Middle School
March 2020

A. Site				\$0
	Purchase Price of Property		\$0	
		Acres ^[1] :	28.8	
		Cost/Acre:	\$0	
B. Plans				\$4,596,600
	Architect's Fee		\$4,123,500	
	Preliminary Tests		\$45,000	
	DSA/SDE Plan Check		\$395,600	
	Energy Fee Analysis		\$25,000	
	Other		\$7,500	
C. Construction				\$78,720,000
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		100	
	Cost / Square Feet		\$656	
D. Tests				\$180,000
E. Inspection				\$324,000
	(\$12,000 per month for 18 months x 1.5 inspectors)			
F. Furniture and Equipment				\$1,195,200
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)			
G. Contingency				\$1,277,237
	(\$2,000 + 1.5% of items A-F)			
H. Items Not Funded by the State				\$4,724,151
	Technology (5% of Construction)		\$3,936,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992	
	Landscape Architect Fees (8% of Landscaping)		\$44,159	
I. Total Estimated Cost				\$91,017,188
	Summary			
	School Facilities Capacity - Traditional Calendar		1,200	
	School Facilities Cost per Student - Traditional Calendar		\$75,848	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: April 1, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Vaca/Jackson)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: [Personnel Actions \(five pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Arevalo, Alex	Instructional Support Provider	February 3, 2020
Carrillo, Patricia	Substitute Teacher	2019/2020 School Year
Dominguez, Marissa	Substitute Teacher	2019/2020 School Year
Ramos-Martinez, Adela	Substitute Teacher	2019/2020 School Year
Mattern, Darlene	Substitute Teacher	2019/2020 School Year
Neill, Donna	Substitute Teacher	2019/2020 School Year
Sallee, Steve	Substitute Teacher	2019/2020 School Year
Valencia, Melody	Substitute Teacher	2019/2020 School Year

Resignations

Ball, Jaclyn	Math Teacher	June 18, 2020
Kengni Ngankam, Vanessa	Special Education Teacher	June 18, 2020
Ruff, Cristina	ISP	March 11, 2020

Retirement

Llanes, David	Teacher	June 30, 2020
McGloughlin, Anne	Teacher	June 30, 2020
Prebble, Esther Leona	Teacher	June 30, 2020

April 1, 2020

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44831
2019/2020

Pursuant to Education codes 44831, the Board of Trustees each year must authorize/approve licensed Speech Language Pathologist who are providing services under a license issued by the Speech-Language Pathology and Audiology Board. An explanation of the education code and list of speech Language Pathologist affected are as follows:

Education Code 44831 allows the holder of a Speech-Language Pathologist license to provide services to children:

<u>Name</u>	<u>License</u>
Amy Bennett	Speech Language Pathologist
Faith Park	Speech Language Pathologist
Cynthia Torres	Speech Language Pathologist

New Hire

Cedre, Jolene	Special Education Data Technician, Position #9283 Special Education 8.0 hrs./246 days	03/23/2020
Mendoza, Lilibeth M	Paraeducator III, Position #7926 Special Education/San Miguel 5.75 hrs./183 days	03/02/2020

Limited Term

Clark, Adrian J	Paraeducator (substitute)	02/27/2020
Delgado Galindo, Jorge A	Paraeducator (substitute)	02/28/2020
De Santiago, Jonathan	Campus Assistant (substitute)	2/11/2020
Herrera, Nathalie	Paraeducator (substitute)	03/05/2020
Jackson, Rita E	Interim Director of Classified Human Resources	03/10/2020
Jenkins, Sharyl	Campus Assistant (substitute)	2/25/2020
Ordaz, Jocelyn	Paraeducator (substitute)	03/03/2020
Ordaz, Lesly M	Paraeducator (substitute)	02/27/2020
Perez, Catalina	Paraeducator (substitute)	03/05/2020
Rodriguez, Janice I	Paraeducator (substitute)	03/10/2020
Salazar, Lourdes	Paraeducator (substitute)	02/27/2020
Solis, Julie	Paraeducator (substitute)	03/04/2020
Unzueta, Christina M	Paraeducator (substitute)	02/27/2020

Promotion

Garibay Lopez, Luis	Site Technology Coordinator, Position #9717 Information Technology 8.0 hrs./246 days Technology Services Technician, Position #2899 Information Technology 8.0 hrs./246 days	03/03/2020
Kranzler, Thomas C	Director, Network Operations, Position #9715 Information Technology 8.0 hrs./246 days Network Systems Analyst, Position #2885 Information Technology 8.0 hrs./246 days	03/13/2020

Transfer

Espino Cecilia A	Child Nutrition Worker, Position #2852 Harrington 5.5 hrs./185 days Child Nutrition Worker, Position #2425 Fremont 5.0 hrs./185 days	02/26/2020
Gomez, Edith S	Paraeducator II, Position #9779 Special Education/Fremont 5.75 hrs./183 days Paraeducator II, Position #1487 Special Education/Harrington 5.75 hrs./183 days	03/16/2020
Mota Campos, Blanca	Campus Assistant, Position #8506 Marshall 5.5 hrs./180 days Campus Assistant, Position #3102 Early Childhood Education .50 hrs./180 days	03/09/2020

Transfers continued

Oropeza, Rupert P	Paraeducator III, Position #2956 Special Education/Curren 5.75 hrs./183 days Paraeducator III, Position #2117 Special Education/Brekke 5.75 hrs./183 days	03/23/2020
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Additional Position

Barksdale, Darlene	Campus Assistant, Position #9817 Curren 1.0 hr./180 days	03/05/2020
Gomez, Fidela	Campus Assistant, Position #9815 Curren 1.5 hrs./180 days	03/05/2020
Gonzales, Ophelia	Campus Assistant, Position #9816 Curren 1.0 hr./180 days	03/05/2020

Increase in Hours

Cervantes, Rosa	Campus Assistant, Position #3015 Marina West 5.0 hrs./180 days Campus Assistant, Position #3015 Marina West 4.0 hrs./180 days	03/02/2020
Delgado, Elizabeth	Campus Assistant, Position #3016 Marina West 5.0 hrs./180 days Campus Assistant, Position #3016 Marina West 4.0 hrs./180 days	03/02/2020

Leave of Absence

Benesh, Nia	Campus Assistant, Position #3061 Kamala 5.0 hrs./180 days	02/18/2020-04/17/2020
Cruz, Norma	Child Nutrition Worker, Position #7291 Soria 3.0 hrs./185 days	02/21/2020-03/20/2020
Serrato, Bertina	Paraeducator III, Position #2906 Special Education 5.75 hrs./183 days	03/11/2020-5/22/2020 Wednesdays & Fridays
Vasquez, Christian	Maintenance Worker I, PosClaition #5845 Facilities 8.0 hrs./246 days	02/18/2020-04/17/2020

Return from Leave of Absence

Ayala, Ashley C	Paraeducator III, Position #9307 Special Education 5.75 hrs./183 days	01/27/2020-05/12/2020
Gutierrez, Olivia	Campus Assistant, Position #2997 Haydock 5.75 hrs./180 days	02/24/2020

Released during Probation

10519	Child Nutrition Worker, Position #6410	02/18/2020
10773	Paraeducator III, Position #9275	03/03/2020

Reinstatement

Ramos, Rosalina	Campus Assistant Position #2967 Chavez 4.25 hrs./180 days	03/09/2020
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Resignation

Lee, Robert E	Carpenter, Position #5387 Facilities 8.0 hrs./246 days	03/12/2020
Murao, Meghan	Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	03/13/2020
Najera, Katherine R	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	03/03/2020
Ramirez, Rocio	Office Assistant II, Position #9727 Marshall 6.0 hrs./203 days	02/28/2020

Retirement

Lopez, Martha J	Child Nutrition Cafeteria Coordinator, Position #2223	02/28/2020
Penanhoat, Janet C	Assistant Superintendent, Business & Fiscal Services Position #301	05/30/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: April 1, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Jackson)

Establish

1. a five hour and forty five minute 183 day Paraeducator II position number 9845 to be established at Fremont school. This position will be established to provide additional support.

Increase

2. a three hour and forty minute 183 day Paraeducator I position number 7178 to be increased to four hours and 10 minutes at Lemonwood school. This position will be increased to provide additional support.

3. a four hour and 10 minute 183 day Paraeducator I position number 9159 to be increased to five hours and forty minutes at Lemonwood school. This position will be increased to provide additional support.

4. a four hour and 10 minute 183 day Paraeducator I position number 7190 to be increased to five and a half hours at Ritchen school. This position will be increased to provide additional support.

FISCAL IMPACT:

1. Cost for Paraeducator II: \$28,679 Special Education
2. Cost for Paraeducator I: \$2,375 Site funds
3. Cost for Paraeducator I: \$7,124 Site funds
4. Cost for Paraeducator I: \$6,331 Site funds

RECOMMENDATION:

It is the recommendation of the Interim Director of Classified Human Resources that the Board of Trustees approve the establishment and increase of the positions, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Consent Agenda

**Resolution #19-26 – School Bus CNG Tank Replacement Grant Program
(Penanhoat/Briscoe)**

The Ventura County Air Pollution Control District is accepting grant applications from school districts in Ventura County to replace the existing gas tanks in school buses with new CNG tanks.

The Administration is seeking Board authorization to submit appropriate paperwork to request funds for replacement tanks for one bus that is nearing its required replacement date. Maximum grant amount per bus is \$20,000.00.

FISCAL IMPACT:

No fiscal impact to the district.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Oxnard School District Board of Trustees adopt Resolution #19-26 for the Ventura County Air Pollution Control District's School Bus CNG Tank Replacement Program.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-26 \(2 pages\)](#)

RESOLUTION #19-26
SCHOOL BUS CNG TANK REPLACEMENT GRANT PROGRAM

WHEREAS, AB 923(Firebaugh) was signed by Governor Schwarzenegger on September 23, 2004, and gave authority to the Ventura County Air Pollution Control Board to increase DMV fees by \$2 per year to be used as incentive funds for several incentive programs including school bus replacements; and

WHEREAS, effective January 1, 2012, AB 462 and AB 470 authorize the \$2 DMV fee collected through AB 923 to be used to fund three new project categories, one of which is natural gas fuel tank replacement; and

WHEREAS, the Department of Transportation requires on-board compressed natural gas (CNG) tanks to be inspected by the California Highway Patrol (CHP) every three years or 36,000 miles; and

WHEREAS, these tanks are usually replaced at the end of the manufacturer's service life, which is approximately 15 years; and

WHEREAS, school buses must be at least 14 years old but no older than 16 years to receive funding. Because the service life for most school buses is 30 years and tank life is 15 years, this requirement will ensure funding does not extend the life of a school bus beyond the service life; and

WHEREAS, the maximum funding amount per school bus cannot exceed \$20,000.00; and

WHEREAS, the Oxnard School District currently owns one bus that is approaching its replacement date, meets the criteria and would benefit from this grant; and

WHEREAS, an important goal of Oxnard School District is to maintain a safe and healthful environment for students based on the district's philosophy that puts the needs of the student first; and

NOW, THEREFORE, BE IT RESOLVED that the Oxnard School District Board of Trustees hereby authorizes and approves the application to, and participation in, AB 923 Ventura County School Bus CNG Tank Replacement Grant Program administered by the Ventura County Air Pollution Control District; and

BE IT FURTHER RESOLVED that the Oxnard School District Superintendent or designee is hereby authorized and empowered to execute in the name of the Oxnard School District a standard grant agreement with the Ventura County Air Pollution Control District in an amount to be determined and all other necessary documents to implement and carry out the purposes of this resolution.

Passed, approved, and adopted this 1st day of April 2020.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Jesus Vega, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #19-26 adopted at a regular meeting place thereof on April 1, 2020, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 1, 2020

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-07 (Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 02/21/2020 through 03/19/2020 for the 2019-2020 school year, for \$1,171,891.52.
2. There have been no Draft Payments issued from 02/21/2020 through 03/19/2020, for the 2019-2020 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-07 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #19-07 \(8 Pages\)](#)

Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
NP20-00059	Southwest School & Office Sup	CNS	stores	258.60
NP20-00060	P And R Paper Supply Co	CNS	stores	8,852.19
NP20-00061	Gold Star Foods	CNS	stores	37,266.44
NP20-00062	P And R Paper Supply Co	CNS	stores	6,413.65
NP20-00063	Gold Star Foods	CNS	stores	47,370.34
NP20-00064	P And R Paper Supply Co	CNS	stores	6,283.20
NP20-00065	Grainger Inc	CNS	stores	258.34
NP20-00066	Gold Star Foods	CNS	stores	30,613.62
NP20-00067	P And R Paper Supply Co	CNS	stores	4,789.66
NP20-00068	JA FOOD SERVICE CORP	CNS	stores	9,088.00
P20-03202	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ASSESS ACCOUN	Books - Instructional Materials	57,066.80
P20-03203	Printech	SORIA	EQUIP - Instructional	7,138.44
P20-03204	SMART AND FINAL-C.I. BLVD	SORIA	Matls/Sup	1,000.00
P20-03205	Amazon Com	MARINA	MATL/SUPL- Admin	17.21
P20-03207	Sheraton Grand Sacramento	HAYDOCK	TRAVEL/CONF-ADMIN	582.66
P20-03208	Southwest Airlines	ED SERVICES	CONF	206.96
P20-03209	ABP HOTEL LLC- BEST WESTERN GO LDEN SAILS HOTEL	ENGLISH LEARNE	Conf-Title III	911.82
P20-03210	123 OFFICE SOLUTION INC	WAREHOUSE	Stores Supplies	21,441.82
P20-03211	Amazon Com	MCAULIFFE	MAT/Supl-instructional	127.60
P20-03212	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	34.36
P20-03213	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	47.50
P20-03214	BSN Sports	MARINA	MATL/SUPL-Instr.	628.61
P20-03215	Petroleum Telcom Inc DBA Telecom	MCAULIFFE	MAT/SUPL-Instructional	323.94
P20-03216	Teachers Pay Teachers	SORIA	Matls/Sup - Instructional	75.43
P20-03217	Smart And Final Iris Co	ASES	MAT/SUPL	200.00
P20-03218	Extreme Clean	WAREHOUSE	Stores Supplies	2,747.63
P20-03219	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	270.67
P20-03220	School Health Corporation	WAREHOUSE	Stores Supplies	1,522.29
P20-03221	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	8,463.37
P20-03222	SOS Survival Products	RISK MGMT	Emergency Materials & Supplies	547.43
P20-03223	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,868.60
P20-03224	Ashton Awards Inc Aswell Trophy	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	84.75
P20-03225	Textbook Warehouse LLC Textbook Warehouse	ERC	BKS	972.98
P20-03226	Varidesk, LLC	PURCHASING	MATLS/P.LOMELI	669.13
P20-03227	Pitsco Inc	SORIA	Matls/Sup - Instructional	217.84
P20-03228	ORIENTAL TRADING COMPANY	SORIA	Matls/Sup	126.58
P20-03229	Green Thumb International	DRIFFILL	MATL/SUPP-instructional	323.25
P20-03230	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL	80.00
P20-03231	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL	100.00
P20-03232	Ventura Co Office Of Education	LEMONWOOD	CONF/TRAVEL	40.00
P20-03233	Office Depot Bus Ser Div	Pupil Srvs	MTLS/SUP	683.96
P20-03234	Amazon Com	HARRINGTON	BKS - INSTRUCTION	502.32
P20-03235	San Bernardino County Supt Of	Special Ed	TRAVL/CONF (S.Hernandez/DHH)	65.00
P20-03236	Amazon Com	MARINA	MATL/SUPL-Instructional	86.70

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03237	Jersey Mike's-Victoria Ave	FREMONT	Materials and Supplies - Instructional	78.60
P20-03238	Witherspoon Ent Inc DBA Port A Stor	Special Ed	RENTAL	550.00
P20-03239	Amazon Com	SORIA	Mats/Sup - Instructional	868.78
P20-03240	Amazon Com	SORIA	Mats/Sup - Instructional	290.76
P20-03241	Grainger Inc	WAREHOUSE	Stores Supplies	93.35
P20-03242	EL POLLO NORTENO INC	HR	Recruitment	538.75
P20-03243	Amazon Com	FREMONT	Materials and Supplies Instructional	263.06
P20-03244	Amazon Com	SORIA	Mats/Sup	88.73
P20-03245	Positive Promotions	KAMALA	Materials & Supplies-Instr	574.17
P20-03246	HATCHING RESULTS, LLC	HAYDOCK	CONF/INSTRUCTION	549.00
P20-03247	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,349.00
P20-03248	Pearson	Special Ed	SERV	954.00
P20-03249	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,106.03
P20-03250	Amazon Com	MCKINNA	matl/sup-instructional	2,072.71
P20-03251	Living Justice Press	Pupil Srvs	Books-LCAP 2.3	3,297.85
P20-03252	Troxell Communications, Inc	RAMONA	Mat/Supplies- headphones	3,426.45
P20-03253	Renaissance Learning Inc	LEMONWOOD	ONLINE LICENSE (Instructional)	1,150.00
P20-03254	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF	1,100.00
P20-03255	CARD INTEGRATORS CORPORATION C I SOLUTIONS	TRANSPORTATIO	SUPPLIES & EQUIPMENT	12,293.53
P20-03256	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,560.40
P20-03257	Lego Education	SORIA	Mats/Sup - Instructional	1,791.56
P20-03258	ACSA/FEA	RISK MGMT	ACSA Membership Prater & McGee	635.52
P20-03259	Amazon Com	SAN MIGUEL	Materials & Supplies & Books other than textbooks	160.80
P20-03260	Amazon Com	IT	COMP/ Sup	711.16
P20-03261	SCHOLASTIC-FACE AND LITERACY I INITIATIVES	SAN MIGUEL	Books other than Textbook	300.62
P20-03262	Amazon Com	SAN MIGUEL	Materials & Supplies	51.09
P20-03263	Westin Gaslamp Quarter	HAYDOCK	TRAVEL/CONF	1,113.04
P20-03264	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	906.09
P20-03265	BARNES AND NOBLE BOOKSELLERS, INC.	SAN MIGUEL	Books Other Than Texbooks	2,209.44
P20-03266	Amazon Com	Pupil Srvs	MATL/SUP	30.16
P20-03267	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Conf-VCSBA Dinner Meeting	60.00
P20-03268	Department Of Social Services	EARLY CHILDHOOD	SERV	242.00
P20-03269	FBI NATL ACADEMY ASSOC., INC	Pupil Srvs	CONF	350.00
P20-03270	Amazon Com	FRANK	BKS. - Instructional	335.38
P20-03271	Children's Museum of Santa Barbara, MOXI	DRIFFILL	SERV-instructional	150.00
P20-03272	VEX Robotics, Inc	LEMONWOOD	MAT/SUPPLIES (Instruction)	770.87
P20-03273	Ccp Industries	WAREHOUSE	Stores Supplies	1,006.90
P20-03274	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	460.83
P20-03275	Office Depot Bus Ser Div	HARRINGTON	Material Instructional Supplies	608.52
P20-03276	CDW G	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	926.50

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03277	Camino Real Naturalits & Historical Interpreters	SIERRA LINDA	No bus; FT to take place at S L Park	500.00
P20-03278	SMART AND FINAL-C.I. BLVD	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	250.00
P20-03279	Petroleum Telcom Inc DBA Telecom	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	578.62
P20-03280	World Wide Imaging Supplies	SORIA	Matls/Sup - Instructional	1,153.77
P20-03281	SMART AND FINAL-C.I. BLVD	KAMALA	Materials & Supplies-Inst	203.30
P20-03282	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	429.92
P20-03283	MOORPARK COLLEGE FOUNDATION AM ERICA TEACHING ZOO	RITCHEN	SERV-Instructional	404.00
P20-03284	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	51.13
P20-03285	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	199.04
P20-03286	Amazon Com	SAN MIGUEL	Materials & Supplies	314.35
P20-03287	Amazon Com	SAN MIGUEL	Materials & Supplies	45.67
P20-03288	Amazon Com	ERC	Textbooks	129.53
P20-03289	Gopher Sport	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	905.84
P20-03291	AFFINITECH INC	FREMONT	Equip (Instructional)	4,105.90
P20-03292	General Binding Corp.	MARSHALL	MATL/SUP - Instruction	808.13
P20-03293	CDW G	IT	SERV	3,633.33
P20-03294	Ashton Awards Inc Aswell Trophy	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	39.06
P20-03295	Amazon Com	SUPERINTENDEN	AMAZON COFFEE K-CUP STAND	34.03
P20-03296	PACIFIC LEARNING	ASSESS ACCOUN	Books - Instructional Materials	26,228.81
P20-03297	SCIENTIFIC PLASTICS CO., INC	FACILITIES	Plumbing Supplies	1,000.00
P20-03298	National Notary Association	BUSINESS	CONF	1,350.00
P20-03299	School Nutrition Association	CNS	dues	70.00
P20-03300	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	100.84
P20-03301	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	20.54
P20-03302	Spicers Paper Inc	GRAPHICS	Materials and Supplies	2,159.26
P20-03303	Ventura Co Star	BUSINESS	SERV	114.27
P20-03304	Palm Springs Courtyard By Marr	BUSINESS	CONF	993.78
P20-03305	Walmart	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	125.00
P20-03306	Bureau Of Ed And Research	RITCHEN	SERV-Instructional	149.00
P20-03307	ESGI	ELM	Online License/Apps - Instructional	448.00
P20-03308	ESGI	SORIA	SERV - Instructional	299.00
P20-03309	CDW G	FACILITIES	SFTW/APPS	151.21
P20-03310	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	252.14
P20-03311	SMART AND FINAL-C.I. BLVD	KAMALA	Materials & Supplies-Instructional	100.00
P20-03312	ROBERT W. NORRIS	MARSHALL	MATL/SUP - Instruction	980.53
P20-03313	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	601.25
P20-03314	Ashton Awards Inc Aswell Trophy	MARSHALL	MATL/SUP - Instruction	10.78
P20-03315	HUMAN RELATIONS MEDIA CTR INC	ERC	Media and Supplies	153.02
P20-03316	Amazon Com	MARSHALL	MATL/SUP - Instruction	126.71
P20-03317	Amazon Com	ASES	MATL/SUP	266.38

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Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03318	Amazon Com	MARSHALL	MATL/SUP - Instruction	57.04
P20-03319	Amazon Com	BREKKE	MAT/SUP-RSP	21.31
P20-03320	Amazon Com	FREMONT	Materials and Supplies Instructional	239.77
P20-03321	Oxnard Chamber Of Commerce	SUPERINTENDEN	Membership	790.00
P20-03322	Southwest Plastic Binding Co S outhwest Binding & Laminating	WAREHOUSE	Stores Supplies	1,918.70
P20-03323	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	1,266.99
P20-03324	DICK BLICK COMPANY BLICK ART M ATERIALS	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,945.23
P20-03325	Children's Museum of Santa Bar bara, MOXI	HAYDOCK	SERV/INSTRUCTIONAL	1,100.00
P20-03326	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	3,974.63
P20-03327	Cardea Services	ERC	Textbooks	19,736.08
P20-03328	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,076.26
P20-03329	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,280.07
P20-03330	ESCAPE TECHNOLOGY, LLC	BUDGET	Registration	700.00
P20-03331	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	2,290.50
P20-03332	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P20-03333	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	4,610.16
P20-03334	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,439.97
P20-03335	HUMAN RELATIONS MEDIA CTR INC	ERC	SFTW-Apps	1,850.00
P20-03336	SCHOOL TECH SUPPLY	RITCHEN	Computer Supplies-Instructional	1,818.28
P20-03337	BURNHAM BENEFITS INSURANCE SER VICES	BUSINESS	SERV	70,000.00
P20-03338	Dell Direct Sales Lp	ASES	EQUIP	27,815.10
P20-03339	Tolman & Wiker Ins	BUSINESS	CONST	5,800.00
P20-03340	SMART AND FINAL-C.I. BLVD	DRIFFILL	MATL/SUPP-instructional	200.00
P20-03341	Amazon Com	HARRINGTON	Material Instructional Supplies	59.66
P20-03342	Amazon Com	FREMONT	Materials and Supplies Instructional	192.86
P20-03343	Amazon Com	FREMONT	Materials and Supplies Instructional	141.23
P20-03344	CHESTER E GROTH MUSIC CO.	MCKINNA	matl/sup-instructional	1,007.66
P20-03345	ORIENTAL TRADING COMPANY	MCKINNA	matl/sup-instructional	495.12
P20-03346	TOM HENSON HENSON MUSIC CENTER	HAYDOCK	MATL/SUPPLY-INSTRUCTION	894.43
P20-03347	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	338.62
P20-03348	Amazon Com	LEMONWOOD	BOOKS (Instructional)	91.95
P20-03349	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (ADMIN)	150.00
P20-03350	Grainger Inc	WAREHOUSE	MATL/SUP	214.47
P20-03351	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	818.68
P20-03353	JOHN WRIGHT WRIGHT AUTOMOTIVE	FACILITIES	Repair	500.00
P20-03354	Roberto Angel 101 Jumpers	LEMONWOOD	DONATIONS/SERV	1,180.00
P20-03355	DONAHUE TRUCK SALES LLC DONAHU E TRUCK CENTERS	TRANSPORTATIOI	Materials	91.66
P20-03356	Office Depot Bus Ser Div	PURCHASING	MTLS	7,675.25
P20-03357	T BETH MAULHARDT dba/ CHILDREN 'S THERAPY CENTER	Special Ed	SERV	3,000.00

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Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03358	MAGDA WEYDT FRESH & FABULOUS C AFE	RISK MGMT	Materials and Supplies	500.00
P20-03359	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,517.34
P20-03360	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,774.22
P20-03361	GOLD COAST TRANSIT DISTRICT AD MINISTRATIVE OFFICES	Pupil Srvs	MATL/SUP	1,150.00
P20-03362	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	370.66
P20-03363	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	782.27
P20-03364	DONAHUE TRUCK SALES LLC DONAHU E TRUCK CENTERS	TRANSPORTATIO	MATERIALS	418.75
P20-03365	CASBO	BUSINESS	CONF	765.00
P20-03366	Printech	ELM	Matl/Sup - Instructional	264.81
P20-03367	School Health Corporation	WAREHOUSE	Stores Supplies	549.53
P20-03368	SurveyMonkey, Inc	HR	Services	276.00
P20-03369	Home Depot Inc	LEMONWOOD	MAT/SUPPLIES (Admin)	395.44
P20-03370	CREDENTIALS COUNSELORS AND ANA LYSTS OF CALIFORNIA	HR	Conf-	149.97
P20-03371	Amazon Com	SUPERINTENDEN	BKS	98.90
P20-03372	Fred Pryor Seminars	FACILITIES	Conference	447.00
P20-03373	Veritiv Operating Company	WAREHOUSE	Stores Supplies	3,816.94
P20-03374	Extreme Clean	WAREHOUSE	Stores Supplies	4,444.69
P20-03375	School Health Corporation	WAREHOUSE	Stores Supplies	2,498.08
P20-03376	MARBLESOFT KEYBOARD ASSISTANCE TECH	Special Ed	MATL/SUP (AAC)	72.95
P20-03377	CDW G	IT	COMP Sup	238.91
P20-03378	SCHOOL TECH SUPPLY	IT	SERV (LCAP 1:19)	591.00
P20-03379	SCHOOL TECH SUPPLY	IT	COMP Sup	103.44
P20-03380	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	515.91
P20-03381	Ccp Industries	WAREHOUSE	Stores Supplies	743.48
P20-03382	Amazon Com	Special Ed	MATL/SUP (AAC)	58.15
P20-03383	Amazon Com	Special Ed	MATL/SUP (Brown)	39.99
P20-03384	SWRCB/SW Fees	FACILITIES	Water Board Services Fees / Elm	652.00
P20-03385	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	TRANSPORTATIO	PERMIT FEE	200.00
P20-03386	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	5,161.23
P20-03387	TSI Supplies, TSI Uniforms	CURREN	matl/sup - instructional	4,005.61
P20-03388	Brainpop Com LLC	ELM	Online Sub - Instructional	3,345.00
P20-03389	School Tech Supply	IT	COMP/Equipment (LCAP 1:19)	102,928.00
P20-03390	School Tech Supply	IT	COMP/Equipment (LCAP 1:19)	390,192.43
P20-03391	Shaw Hr Consulting	HR	Consulting	2,231.35
P20-03392	INCWEBS, INC.	TRANSPORTATIO	SFTWR/APPS	1,490.00
P20-03393	Play With A Purpose	SAN MIGUEL	Materials & Supplies	4,257.94
P20-03394	Amazon Com	MCAULIFFE	COMPT SUPL-Instructional	1,813.10
P20-03395	Lakeshore Learning Materials	FREMONT	MATL/SUP (Instructional)	124.38
P20-03396	Carson Dellosa Publishing Co	FREMONT	MATL/SUP-Instructional	83.83
P20-03397	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional (Takahashi)	183.49
P20-03398	Amazon Com	Special Ed	BKS	208.07
P20-03399	Amazon Com	FREMONT	Materials and Supplies Instructional	165.98
P20-03400	Ward's Science	FRANK	Mat/Supl - Instructional	69.31

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ESCAPE ONLINE

Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03401	School Specialty Inc	FRANK	Mat/Supl - Instructional	61.23
P20-03402	Gustavo C Bravo	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,023.63
P20-03403	PIONEER SQUARE BRANDS INC BREN THAVEN	BREKKE	MATL/SUP-Instruction	863.27
P20-03404	KAGAN PUBLISHING	HAYDOCK	MATL/SUPPLY-INSTRUCTION	151.98
P20-03405	JW Pepper And Son Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	798.40
P20-03406	Printech	FREMONT	Materials and Supplies (Instructional)	940.96
P20-03407	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	180.00
P20-03408	Office Depot Bus Ser Div	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	1,600.00
P20-03409	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	540.80
P20-03410	Amazon Com	BREKKE	MAT/SUP-Instructional	143.61
P20-03411	Amazon Com	FREMONT	Materials and Supplies Instructional	96.53
P20-03412	Amazon Com	FRANK	Mat/Sup. - Instructional	204.86
P20-03413	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	80.07
P20-03414	Ventura Co Star	BUSINESS	SERV	254.76
P20-03415	SMART AND FINAL-C.I. BLVD	SORIA	Mats/Sup - Parent Participation	150.00
P20-03416	Super Duper Inc	SAN MIGUEL	Materials & Supplies	88.19
P20-03417	Lakeshore Learning Materials	EARLY CHILDHOO	Mat/Sup - Instruction	1,235.00
P20-03418	Gopher Sport	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,334.32
P20-03419	ORIENTAL TRADING COMPANY	KAMALA	Maerials & Supplies-Inst	521.25
P20-03420	SMART AND FINAL-C.I. BLVD	SORIA	Mats/Sup - Instructional	1,000.00
P20-03423	Super Duper Inc	BREKKE	MATL/SUP (Miadich-Freilich)	185.24
P20-03424	SCHOOL TECH SUPPLY	IT	COMP Sup	159.43
P20-03425	Curriculum Associates Inc	Special Ed	MAT/SUPL	417.93
P20-03426	CDW G	IT	COMP Sup (LCAP 1:40)	1,400.75
P20-03427	Magnatag Visible Systems	IT	MATL/ Sup	32.95
P20-03428	HARVARD EDUCATION PUBLISHING	SUPERINTENDEN	BKS	113.04
P20-03429	Gopher Sport	HARRINGTON	MATERIALS AND SUPPLIES INSTRUCTION	337.90
P20-03430	ORIENTAL TRADING COMPANY	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	590.24
P20-03431	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	4,610.16
P20-03432	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,344.64
P20-03433	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	2,149.61
P20-03434	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	285.81
P20-03435	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	400.00
P20-03436	Amazon Com	LEMONWOOD	BOOKS (instructional)	24.92
P20-03437	Social Thinking	BREKKE	MATL/SUP (Miadich-Freilich)	123.89
P20-03438	Southwest School & Office Sup	RAMONA	Mat/Supplies ELD poster making	70.51
P20-03439	Amazon Com	MARINA	BOOKS OTHER THAN TB-Instructional	138.52
P20-03440	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	188.39
P20-03441	Office Depot Bus Ser Div	ERC	Supplies	111.11
P20-03442	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,930.88
P20-03443	KESLER SCIENCE LLC	HAYDOCK	LICENSE/INSTRUCTION	297.00
P20-03444	Starfall Education Foundation	FRANK	Serv - Instructional	150.00
P20-03445	Teachers Pay Teachers	MARSHALL	SERV - Instruction	101.23
P20-03446	Aswell Trophy And Engraving	RAMONA	Mat/Supplies- AR trophies	12.77

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Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Number	Vendor Name	Loc	Description	Order Amount	
P20-03447	Pearson	Special Ed	MAT/SUPL	563.75	
P20-03448	School Tech Supply	Special Ed	MATLS	17.69	
P20-03449	PLURAL PUBLISHING INC	Special Ed	MAT/SUPL	314.79	
P20-03450	STUTTERING THERAPY RESOURCES	Special Ed	MAT/SUPL	477.26	
P20-03451	Super Duper Inc	Special Ed	MAT/SUPL	930.23	
P20-03452	Teachers Pay Teachers	HARRINGTON	ONLINE SUBSCRIPTIONS; APPS-INSTRUCTION	74.94	
P20-03453	Hand2mind	ERC	Supplies	353.18	
P20-03454	Amazon Com	MARSHALL	MATL/SUP - Instruction	379.11	
P20-03455	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	300.00	
P20-03456	SCHOOL TECH SUPPLY	BREKKE	EQUIP	3,029.87	
P20-03457	IXL LEARNING, INC	DRIFILL	Lic/Online subscription-instructional	6,885.00	
P20-03458	SCHOOL TECH SUPPLY	IT	COMP/Sup (LCAP 1:40)	29,182.69	
P20-03459	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	2,900.90	
P20-03460	CDW G	IT	SOFTWARE (Zoom Conferencing)	1,800.00	
P20-03461	Maxim Healthcare Solutions, In	Special Ed	SERV	1,200.00	
P20-03462	MJP Technologies, Inc	MCKINNA	BOND/BLDG (RUCKUS LICENSE UPGRADE)	4,151.07	
P20-03463	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,518.61	
P20-03464	Hillyard Inc	TRANSPORTATION	NON-CAP EQUIP	884.21	
P20-03465	COLORADO EVENT SALES STUDENT D RIVER PRODUCTS	TRANSPORTATION	MATERIALS	646.49	
P20-03466	Amazon Com	DLI	MATL/SUP	1,023.86	
P20-03467	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	49.55	
P20-03468	Amazon Com	ROSE	NON-CAP EQUIP - INSTRUCTIONAL	2,000.00	
P20-03469	Amazon Com	SAN MIGUEL	Materials & Supplies	29.43	
P20-03470	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,039.32	
Total Number of POs			274	Total	1,171,891.52

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	258	1,008,380.73
120	CHILD DEVELOPMENT FUND	3	2,295.68
130	CAFETERIA FUND	11	151,264.04
214	BOND FUND MEASURE D 2016	2	9,951.07
Total Fiscal Year 2020			1,171,891.52
Total			1,171,891.52

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ESCAPE ONLINE

Includes Purchase Orders dated 02/21/2020 - 03/19/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00044	10,645,146.72	214-6205	BOND FUND MEASURE D 2016/PROGRAM MANAGEMEN	98,000.00
P20-00007	41,985.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,985.00
P20-00092	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00-
P20-00113	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,200.00-
P20-00117	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,200.00-
P20-00133	750.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	235.61
P20-00172	3,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,000.00
P20-00253	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P20-00256	25,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	5,397.99-
P20-00265	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P20-00266	12,000.00	010-5632	GENERAL FUND/REPAIRS	3,000.00-
P20-00271	10,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00-
P20-00280	6,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,000.00-
P20-00303	4,000.00	010-5632	GENERAL FUND/REPAIRS	2,000.00-
P20-00305	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00-
P20-00330	400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P20-00378	4,000.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	925.00
P20-00414	1,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00-
P20-00436	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00-
P20-00437	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P20-00603	2,750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	750.00
P20-00620	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-00638	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P20-00657	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-00987	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	76.02-
P20-01421	113,240.00	214-6290	BOND FUND MEASURE D 2016/INSPECTION	44,440.00
P20-01658	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P20-02456	1,396.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	129.60-
P20-02914	142.47	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	14.53
P20-02929	1,355.26	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	924.91
P20-03151	5,917.11	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	212.11
P20-03178	49.50	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	28.93
Total PO Changes				124,512.48

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Consent Agenda

Enrollment Report (Penanhoat)

District enrollment as of February 28, 2020 was 15,692. This is 483 less than the same time last year.

FISCAL IMPACT:

None.

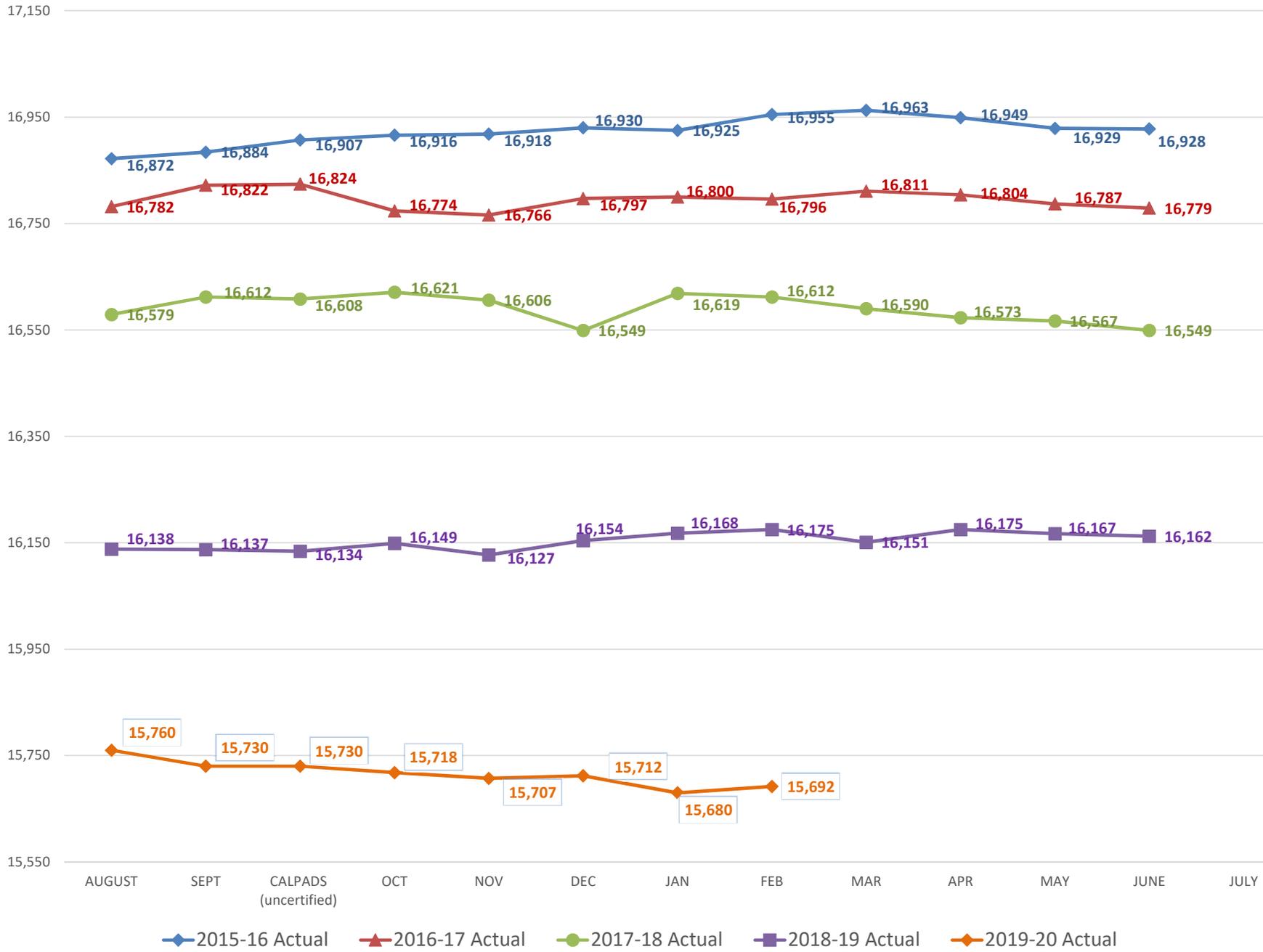
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph – Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 003 to Agreement #16-249 with Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project (Penanhoat/CFW)

At the March 15, 2017 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #16-249 with Perkins Eastman Dougherty to provide Architectural Services to complete the design for the McKinna Elementary School Reconstruction Project.

Amendment No. 003 and the attached proposal received from Perkins Eastman Dougherty is to provide additional professional services needed to address design changes and modifications required to expand and improve the food service delivery drop off at the north alley site access, provide additional tie down anchors at the MPR roof to improve safety for maintenance personnel, remove the Early Childhood facility at the southeast corner of the site and improve the parking lot for staff use and to provide additional signage and curb striping at the N Street school drop-off point to enhance safety for parents and students. All of these items are at the District's request. Amendment No. 003 also includes the preparation of associated CCD's, coordination of review process with DSA, and obtaining any required DSA approval(s).

FISCAL IMPACT:

Fifty-Three Thousand Two Hundred Forty- Five Dollars and Zero Cents (\$53,245.00) to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the December 2019 six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment No. 003 to Master Agreement #16-249 with Perkins Eastman Dougherty for the McKinna Elementary School Reconstruction Project for additional architectural and professional services.

ADDITIONAL MATERIALS:

Attached: [Amendment #003 \(2 Pages\)](#)

[Proposal \(3 Pages\)](#)

[Master Agreement #16-249, Perkins Eastman Dougherty \(106 Pages\)](#)

**Amendment No. 003 to Architect
Services Agreement #16-249**

The Architect Services Agreement (“Agreement”) entered into on March 15, 2017, by and between the Oxnard School District (“District”) and Perkins Eastman Dougherty (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the McKinna Elementary School Reconstruction Project (“Project”) for the District’s Facilities Implementation Plan;

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the McKinna Elementary School Reconstruction Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of Perkins Eastman Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for McKinna Elementary School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the

amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. **Fifty-Three Thousand Two Hundred Forty- Five Dollars and Zero Cents (\$53,245.00) for Amendment No. 003 and the attached proposal received from Perkins Eastman Dougherty is to provide additional professional services to address design changes requested by the District. Furthermore, the requested modifications are Food Service Delivery revisions, Addition of Tie-Down Anchors at the MPR Roof, Childcare Facility Removal and Parking Lot Improvement and Addition of Street Signage and Striping at N Street Drop-Off. Also included in this Amendment No. 003 is the preparation of CCD’s, coordinating and managing the DSA review process, and obtaining DSA approval.**

The total sum for the additional services is:

Fifty-Three Thousand Two Hundred Forty- Five Dollars and Zero Cents (\$53,245.00) The Parties agree that the work identified herein constitutes all the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on March 15, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

PERKINS EASTMAN DOUGHERTY:

By: _____
Brian Dougherty, Principal

Date: _____

February 18, 2020

Mr. Scott Burkett
Senior Vice President
Caldwell Flores Winters
1901 South Victoria Ave., Suite 106
Oxnard, California 93035

Re: Proposal for Additional Services 3
Project Name: McKinna Elementary School Reconstruction
Project Number: 75110.00.0

Dear Mr. Burkett:

Thank you for the opportunity to submit this proposal to provide additional services for this project. These services are necessary to address design changes requested by the District during the construction phase of this project

Project Scope

The scope of the requested modifications are as follows:

Task 1: Revised fencing and truck loading north of MPR

- Revise fencing configuration for truck access
- Provide additional fencing and gates
- Revise grading and drainage
- Provide additional hardscape
- Revise landscape and irrigation

Task 2: Roof tie down anchors

- Identify and design personnel tie down anchors for enhanced roof-top service protection
- Anchors will be added to existing equipment screen structure that can meet design criteria. Addition of new structure is not anticipated

Task 3: Childcare facility removal and parking lot expansion

- De-scope retention of existing childcare facility, establish demolition plan
- Expand parking lot within footprint of existing building
- Add parking lot lighting
- Update storm water quality plans
- Relocate ADA stalls and redesign
- Review reroute power for marquee sign from SE parking lot
- Removal of Marquee sign including CDE submittal coordination
- Incorporate new pedestrian path connecting parking lot with new school campus
- Revise landscaping and irrigation

Task 4: Off-site striping and signage

- Prepare drawings for an off-site permit
- Coordinate permit review process

Perkins Eastman
Architects DPC
3194 D Airport Loop Drive
Costa Mesa, CA 92626
+1.714.427.0277

PERKINSEASTMAN.COM

Boston
Charlotte
Chicago
Costa Mesa
Dallas
Dubai
Guayaquil
Los Angeles
Mumbai
New York
Oakland
Pittsburgh
San Francisco
Shanghai
Stamford
Toronto
Washington DC

- Red curb paint and/or striping
- Additional signage as required

Professional Services

Professional services anticipated to be required are as follows:

- Design and documentation of modifications
- Processing and approval of revisions as required through DSA
- Assistance to the District in processing CDE changes as required for CDE approval
- Processing and approval of additional off-site city permit scope related to Task 4 only

Project Schedule

Parts of these additional services will require DSA review. These changes will be submitted to DSA within one month of authorization to make these modifications.

Professional Fees

We proposed to provide the services to support the scope noted above for the professional service fee of **\$53,245.00 (fifty-three thousand two hundred and forty-five dollars)** as outlined below:

Task 1: Revised fencing and truck loading north of MPR	\$13,150.00
Task 2: Roof tie down anchors	\$ 2,900.00
Task 3: Childcare facility removal and parking lot expansion	\$30,595.00
Task 4: Off-site striping and signage	\$ 6,600.00

Total Fee Adjustment	\$53,245.00
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Fees shall be invoiced monthly based on percentage of completion for each task.

General Assumptions

- Any additional DSA fees shall be paid for by the District.
- Services do not anticipate reconfiguration of existing work constructed per approved documents nor redesign to achieve value engineering targets identified after revised design has been developed.
- Services outlined above do not include additional construction administration to support a longer construction duration beyond the original construction duration which shall be approved and compensated under a separate authorization.

Terms and Conditions

Terms and conditions not identified above shall be per the Agreement for Architectural Services #16-249 dated March 15, 2017. Services outlined above are anticipated to be authorized as an Amendment to that Agreement with the same terms and conditions.

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this very important project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely,



Diego Matzkin, AIA, LEED AP
Associate Principal

Cc: Brian Dougherty, FAIA, LEED AP

OSD AGREEMENT #16-249

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Dougherty Architects

AND

OXNARD SCHOOL DISTRICT

March 15th 2017

FOR

McKinna Elementary School Reconstruction Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **15th day of March, 2017** by and between **Dougherty**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **3194 D Airport Loop Drive, Costa Mesa, California 92626** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **March 15th, 2017**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.
- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during

specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction

administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT.

The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 **PROJECT CONSTRUCTION COST ESTIMATES**

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that

this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all

Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other

works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION, INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful

misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of San Diego, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of

Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of San Diego to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of San Diego. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Cesar Morales – Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Dougherty Architects
Att: Brian Dougherty - Principal
3194 D Airport Loop Dr.
Costa Mesa, CA 92626

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in San Diego County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Brian Dougherty
Title: Principal
Date: 4-1-17

District

By: 
~~Cesar Morales~~ Lisa A. Franz
Title: ~~Superintendent~~ Director, Purchasing
Date: 4-11-17

EXHIBIT "A"
REQUEST FOR PROPOSAL



Date: February 3, 2017

To: Brian Dougherty
Dougherty + Dougherty Architects, LLP
3194 D Airport Loop Drive
Costa Mesa, CA 92626

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: Architect Selection Package for McKinna Reconstruction Project

Dear Mr. Dougherty,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of McKinna Elementary** (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for the Reconstruction of McKinna Elementary.

The project consists of a complete reconstruction of the McKinna campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility will be accessed from a new parking and drop-off provided at "N" Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At this time, we anticipate that the Project's design phase would commence in March 2017 and be submitted to the Division of the State Architect (DSA) in August 2017. DSA review of plans would begin

6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 200
LOS ANGELES, CA 94608
(323) 543-8317

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 252-0370

immediately thereafter, with approvals secured for construction to begin in April 2018. The project budget was approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program with an estimated Guaranteed Maximum Price of \$22,938,546 and a total “all-in” cost of \$31,036,798 in current dollars.

A process for assigning a qualified architectural firm to this specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday February 17, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 543-8317.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package
Reconstruction of McKinna Elementary

Prepared by:

CFW

*Planning and Financing Better
Schools for California Students*

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ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT MCKINNA K-5 SCHOOL

ORIENTATION

McKinna Elementary School, located at 1611 South "J" Street, is a 9.5-acre school site, constructed in 1954. The McKinna school site is bounded by South "J" Street on the east and South "N" Street on the west. Residential homes back up to alleyways that run along the property to the north and south. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 17 permanent and 14 portable classrooms housing 713 students. All existing facilities on the site are located on the east half of the property, along South "J" Street.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed McKinna Elementary as needing extensive modernization throughout its administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces. Improvements to technology infrastructure, playfields, and vehicular areas were also recommended. The total cost per the FMP for McKinna's modernization was estimated at \$20.8 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$31.1 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student K-5 school by State loading standards, and include a 31-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided at "N" Street. Once completed, the older structures are to be demolished and new play fields and remaining support facilities will be constructed in their place.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than August 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by April 2018 and work on the new school facilities is expected to be substantially complete in time for the 2019 – 2020 school year.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the McKinna site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new McKinna elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

McKinna is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the McKinna K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 McKinna School has an educational focus on Multimedia, described in an electronic brochure at the following link: [McKinna Multimedia eBrochure](#). Students participate in project based learning experiences with an emphasis on producing Multimedia projects that provide hands-on applications of core curriculum subject matter. Every student and teacher at the school is issued an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new McKinna facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood

- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the McKinna community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from the north and south property lines to reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best “re-use” of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

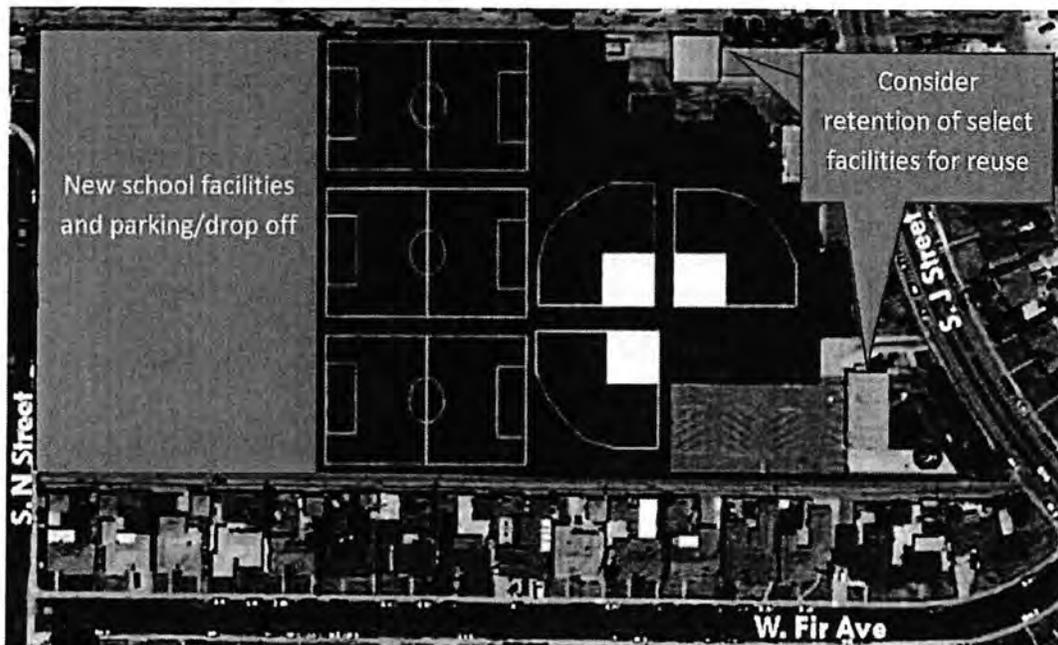
No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District. As such, the existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

At conclusion of the project and/or conclusion of use of existing facilities for interim housing, a limited portion of existing facilities and parking along South “J” Street may be retained for further reuse by the District for other programs (e.g. early childhood development). The selected Firm will be expected to coordinate their site development plans (e.g. utility connections) to anticipate select reuse of existing facilities, as well as incorporate demolition plans that clearly delineate facilities being retained, however the further reuse of the existing facilities is being undertaken with District forces and is not a part of the project budget. This effort will be closely coordinated with the District, including input from the selected design team organized by CFW.

EXISTING CONFIGURATION OF MCKINNA



CONCEPTUAL CONFIGURATION OF MCKINNA



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications, adjusted with additional classrooms to accommodate the 750-student capacity for the McKinna project per the Master Construct and Implementation Program and should be addressed in the proposed design.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400

Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,938,546, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$31,082,302 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

McKinna Elementary School Reconstruction	Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)	30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)	450	sf	
Kindergarten Support (workroom, toilets, storage)	760	sf	
Administrative Space	3,005	sf	
Library and Resource Center	2,700	sf	
Multipurpose Facility	6,250	sf	
Lunch Shelter	2,800	sf	
Kindergarten Shade Structure	1,200	sf	
Restrooms	2,200	sf	
	Specification Subtotal		
	49,765	sf	
Building Support & Circulation (18%)	8,958	sf	
Electrical, mechanical, custodial, storage, etc			
Stairways, elevator, covered corridors			
	Building Total		
	58,723	sf	
Site work, including playfields and parking			
Demolition of existing campus			
General Conditions and Requirements			
Contractor's Bond, CCIP, Risk, and Insurance			
Contractor's Fee and Overhead, Construction Contingency			
	Total Hard Costs / GMP Value		\$22,938,546
Soft Costs			
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)			
Professional Services (e.g. architect/engineering/other consulting fees)			
Agency fees, Inspection (IOR)			
Environmental, Legal			
Project Contingency			
Other (e.g. preliminary testing, energy analysis, misc.)			
	Total Soft Costs		\$8,098,252
	"All-in" budget		\$31,036,798

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District’s fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.

	2016-2017		2017-2018				2018-2019				2019-2020		2019-2020
	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar
Design and Reconstruct Planning	█												
Design and Reconstruct DSA Review	█		█										
State Funding Review Bidding	█		█										
Construction							█						
Closeout													█

- Design & Reconstruct McKinna K-5 School:**
- DSA Submittal: August, 2017
 - Start Construction: April, 2018
 - End Construction: October, 2019

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for the McKinna Reconstruction Project. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the McKinna site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response that can be built to budget. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed “re-use” design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed “re-use” site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project selection package sent to prequalified firms: **February 3, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **February 6, 2017**
- Responses due: **February 17, 2017, by 1:00 PM**
- Review of submittals and interviews completed: **Week of February 20, 2017**
(tour may be requested of site proposed for "re-use")
- Recommended selection announced: **Week of February 27, 2017**
- Board action on recommended firm and execution of contract: **March 15, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.
2. Detailed summary of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for the McKinna project. Project summaries should include:
 - a. Narrative of "lessons learned" from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Design firms should be prepared to present and review complete DSA approved plan sets for projects identified in item 2 above;
 - c. Discuss the complexities of "re-use" and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design;
 - d. Design firms must prearrange a site visit to review completed site(s) as identified in item 2 above, to be toured upon further request by the District and CFW.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

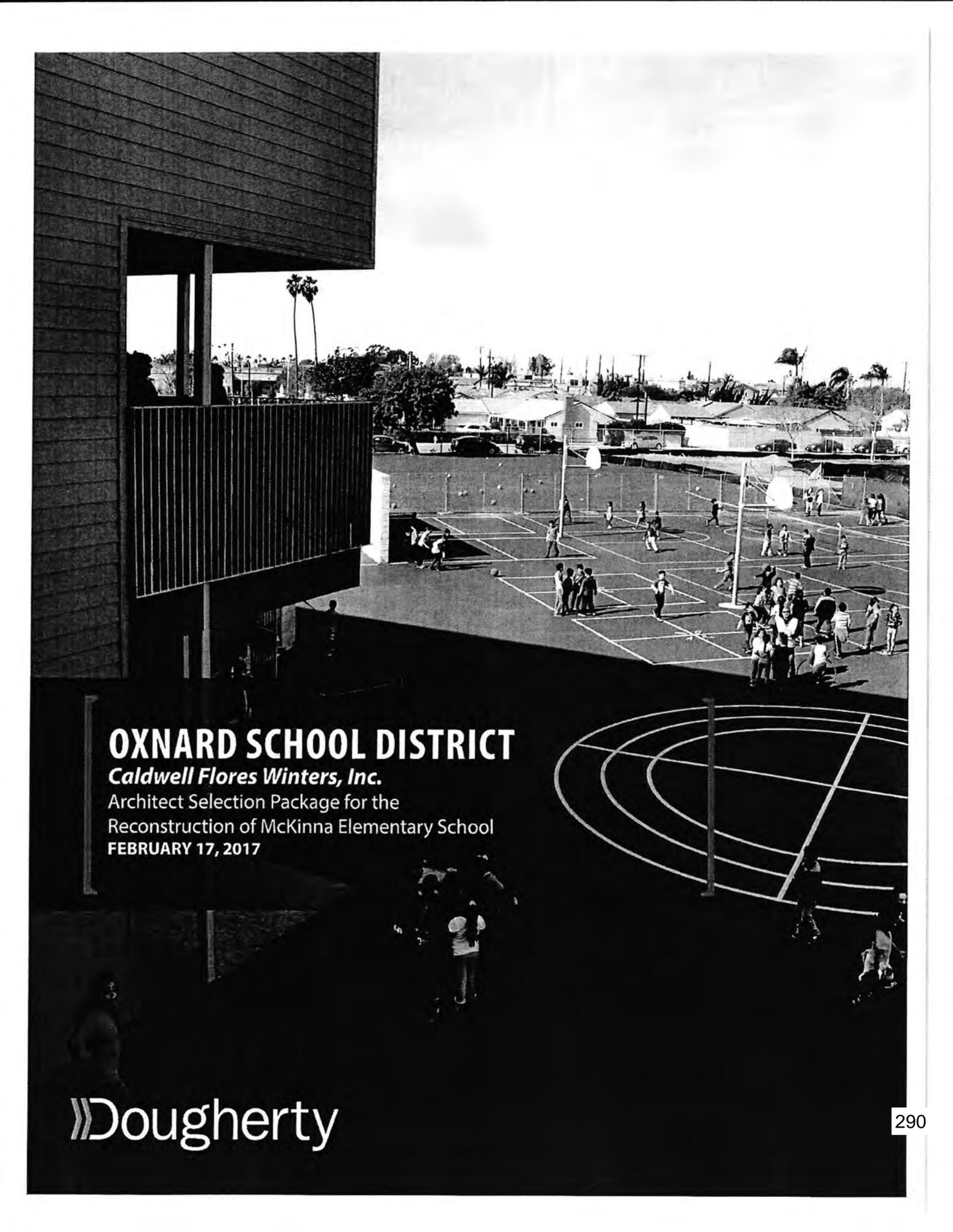
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment B" – Cost Comparison Sheet;
 - b. Adequate notation specifying significant assumptions of the cost estimate;
 - c. A separate line item identifying the cost for FF&E;
 - d. Values in current dollars only—do not escalate your estimates; and
 - e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Limit response to no more than 30 single sided (15 double-sided) 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the "re-use" proposals for the Project (maximum of 4 pages of drawings per proposed "re-use" project site). Firms are requested to submit their response within a single file in PDF format (plus Attachment B returned in Excel format) via email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, February 17, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

DOUGHERTY ARCHITECTS PROPOSAL



OXNARD SCHOOL DISTRICT

Caldwell Flores Winters, Inc.

Architect Selection Package for the
Reconstruction of McKinna Elementary School

FEBRUARY 17, 2017

» Dougherty



1

SUMMARY OF SIMILAR PROJECTS

Juanita Tate Elementary School
Los Angeles Unified School District

SIMILAR PROJECTS, LAST 5 YEARS

Dougherty has specialized in the design of public educational facilities for more than 38 years, and has the necessary expertise to successfully deliver your new campus as a campus adaptation project. We have enjoyed our existing relationship with the District and look forward to this future opportunity to work together, once again, to provide a legacy project for the Oxnard community. Within the restrictions of an existing operational site, similar new campus projects have been completed for the Norma Harrington Elementary School (Oxnard School District), and the La Tijera K-8 Academy (Inglewood Unified School District). Both of these schools establish a frame of reference for the design concepts proposed within this submittal. The Norma Harrington Elementary School campus, recently completed in 2016, is convenient to District and the McKinna community members to visit, and represents directly related lessons learned that can be applied to the new McKinna campus design and construction process. This new campus is listed below with values that represent the recently completed work. Once the CDC improvements are completed on this same campus, the final construction value will be added to the construction cost. Other related examples include the Aspire Juanita Tate Elementary Academy, and the Marguerite Poindexter LaMotte Elementary School, both representing new elementary school campuses for the Los Angeles Unified School District. The following list details relevant K-8 projects that have recently been DSA approved, and have been completed on time and under budget.

NEW CONSTRUCTION

SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
LA TIJERA NEW K-8 SCHOOL Inglewood Unified School District Inglewood, CA	85,868	\$21.8 M	2012
ASPIRE JUANITA TATE NEW ELEMENTARY SCHOOL Los Angeles Unified School District Los Angeles, CA	103,251	\$28.2 M	2012
MARGUERITE POINDEXTER LAMOTTE NEW ELEMENTARY SCHOOL Los Angeles Unified School District Los Angeles, CA	58,254	\$19.4 M	2012
NORMA HARRINGTON NEW ELEMENTARY SCHOOL Oxnard School District Oxnard, CA	53,258	\$19 M	3/2016

MODERNIZATION

SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
EISENHOWER HIGH SCHOOL (MASTER PLAN + STADIUM, SITE UTILITIES, HVAC) Rialto Unified School District Rialto, CA	1 Site	\$14.4 M	2013, Ongoing
ARROYO VIEJO CDC Oakland Unified School District Oakland, CA	5,300	\$2.4 M	2013
ROD KELLEY ES, LIBRARY Gilroy Unified School District Gilroy, CA	4,150	\$3 M	2013
ROD KELLEY ES, IT UPGRADE AND FOOD SERVICE REMODEL Gilroy Unified School District Gilroy, CA	Multiple Buildings	\$515 K	2013

EXPANSION

SCHOOL NAME, DISTRICT, LOCATION	BUILDING SF	CONSTRUCTION COST	COMPLETION
HUMPHREY'S ES, CORE FACILITY & MULTI-PURPOSE ROOM Los Angeles Unified School District Los Angeles, CA	10,000	\$6.8 M	2012
BONITA HS GYMNASIUM(S) Bonita Unified School Districts La Verne, CA	15,791	\$5.1 M	2012
ANDERSON ES TWO-STORY CLASSROOM Lawndale Unified School District Lawndale, CA	13,000	\$4.5 M	2012
CORONA DEL MAR HS, MS ENCLAVE Newport-Mesa Unified School District Corona Del Mar, CA	33,780	\$13.9 M	2014
MUSIC BUILDING AND GYMNASIUM Palos Verdes Peninsula Unified School District Palos Verdes, CA	29,528	\$6.6 M	2012

OXNARD SCHOOL DISTRICT

HARRINGTON ELEMENTARY SCHOOL NEW SCHOOL

2016 Pacific Coast Builders Conference Gold Nugget Merit award for Best Educational Project!



LOCATION 2501 Gisler Ave. Oxnard, CA
 COMPLETION DATE January 2016
 SIZE 53,258 SF
 PROJECT VALUE \$18,834,496

Designed to replace an aging neighborhood elementary school, the new Harrington School provides a 21st Century Learning Environment for the community.

- » Fully wireless technology environment
- » Flexible project-based teaching
- » Information Resource Center provides a new library model of the future
- » Multi-purpose space that provides a range of neighborhood activities

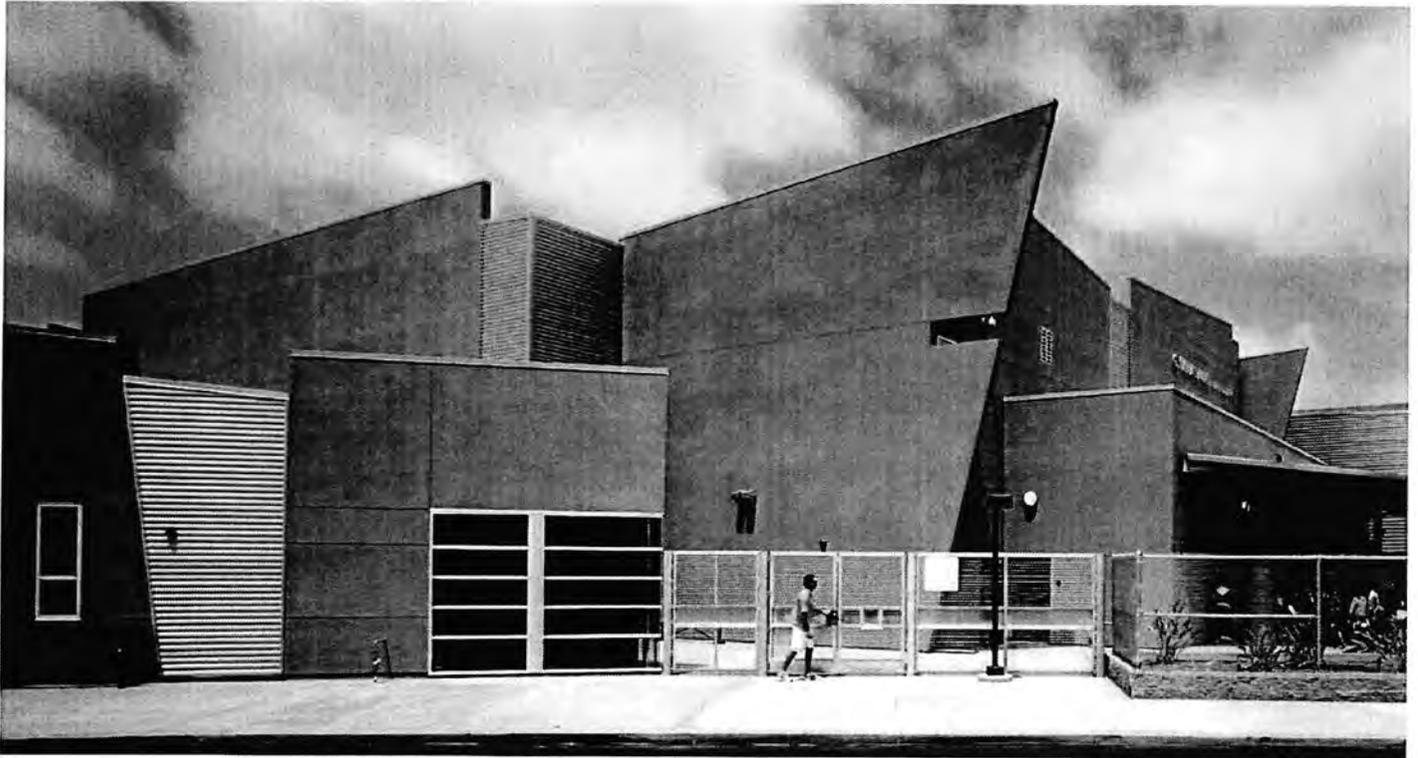
CLIENT CONTACT
 Dr. Cesar Morales, Superintendent
 805.476.5745
 cmorales@oxnardsd.org

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care. Clustered around a vibrant courtyard, the new campus embraces the pedestrian orientation of the community and addresses the need for accessible open space during non-school hours.



INGLEWOOD UNIFIED SCHOOL DISTRICT

LA TIJERA K-8 SCHOOL NEW CAMPUS



LOCATION 1415 La Tijera Blvd. Inglewood CA
 COMPLETION DATE 2012
 SIZE 85,868 SF
 PROJECT VALUE \$21,800,000

The La Tijera K-8 School is destined to become a focal point for academic excellence and community activities.

- » Designed to CHPS & Savings By Design criteria
- » Phased construction
- » Hardship funding assistance by Dougherty
- » Completed under budget
- » Seven-acre triangular site on major street
- » Layered cladding provides covered walkways, thermal & acoustic protection from the perimeter streets

CLIENT CONTACT
 Ms. Julie Avnit
 408.706.0222
julie@spectrumms.com

Unstable land fill was removed and a campus has been developed on two grade levels with ramps, steps, and elevators serving three stories. The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that had occupied a corner of the site that is the new turf play field. A library designed for public access is tucked under one classroom building, and is accessible at a lower level. The La Tijera K-8 School is destined to become a focal point for academic excellence and community activities.



LOS ANGELES UNIFIED SCHOOL DISTRICT

ASPIRE JUANITA TATE ACADEMY NEW CAMPUS



LOCATION 123 W. 159th St. Los Angeles, CA
 COMPLETION DATE 2012
 SIZE 103,251 SF
 PROJECT VALUE \$27,900,000

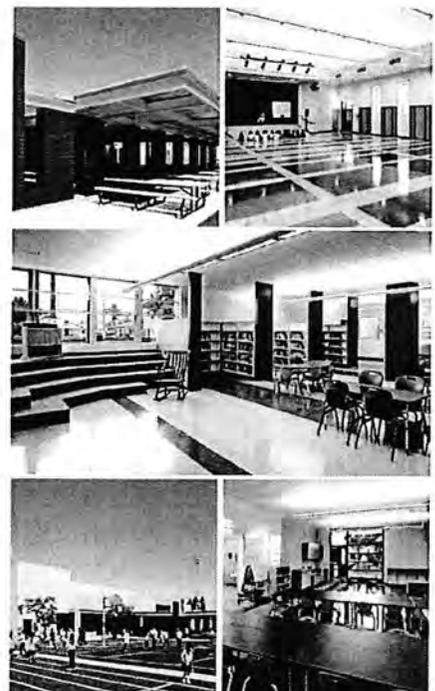
- » Durable construction materials
- » Site storm water controls
- » Water efficient plumbing
- » Energy efficient lighting, forced air systems
- » LADWP Savings By Design
- » Meets CHPS & HPI criteria

CLIENT CONTACT

Nick Gillock, AIA LEED AP, Design Manager
 III-Contract Professional
 213.241.4156
 nick.gillock@lausd.net

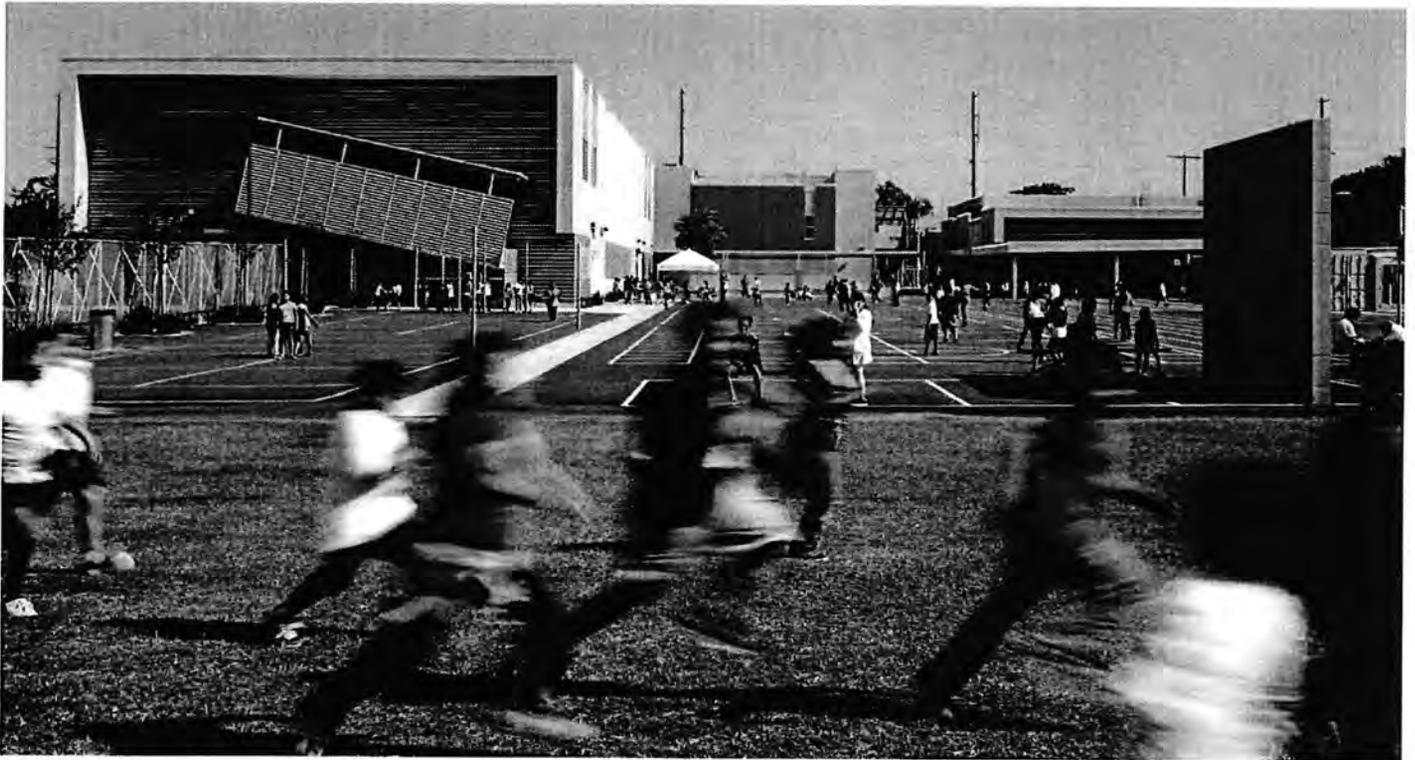
The Aspire Juanita Tate Academy is a inner-city site focused on creating a safe & nurturing environment for 950 students, administrators & teaching staff.

This high-density design solution consists of a two-story 56,000 sf classroom / administration building over a below-grade 87 car parking garage; a single story kindergarten building with adjacent play area; and a joint-use multipurpose / kitchen building. In the center of the campus is a secure hard surface play area. The play field is jointly developed by LAUSD, local community groups, and Concerned Citizens, who have access to a joint-use regulation international FIFA soccer field on 2.4 acres at the north end of the site.



LOS ANGELES UNIFIED SCHOOL DISTRICT

MARGUERITE POINDEXTER LAMOTTE ELEMENTARY NEW CAMPUS



LOCATION 4410 Orchard Ave. Los Angeles, CA
 COMPLETION DATE 2012
 SIZE 58,254 SF
 PROJECT VALUE \$19,400,000

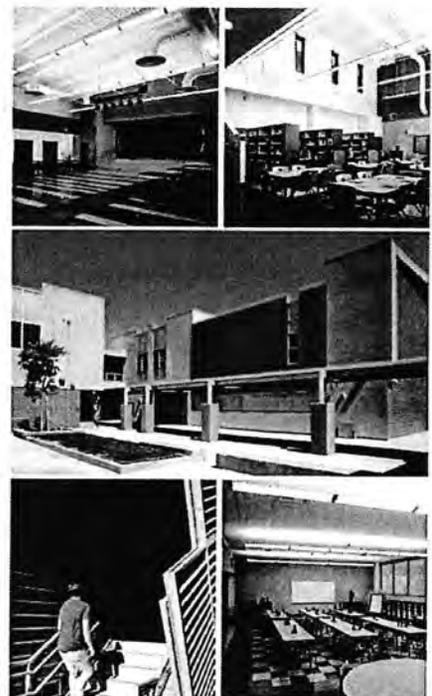
This new high density elementary school on a 3.8 acre site within LAUSD's South Region 7 was delivered on time and under budget.

- » Safety & security goals resulted in a U-shaped courtyard plan facing single family homes
- » Covered lunch shelter, area for outdoor teaching, hard court play area, turf play field, kindergarten play field & parking & drop-off areas
- » 2013 IPI Award of Excellence
- » Meets CHPS, HPI, Savings By Design criteria

CLIENT CONTACT

Mr. Nick Gillock, AIA, LEED AP, Design Mgr.
 213.241.4156
 nick.gillock@lausd.net

The small site dictates a tight, efficient floor plan, providing the full spectrum of services for an elementary school curriculum for 650 K-5 students. Aggressive sustainable design goals have achieved High Performance Incentive (CHPS, HPI) status, and meet Savings by Design criteria. The two-story buildings include classrooms, administration, library, restrooms, teachers lounge, workrooms, and a multi-purpose room with stage and adjacent kitchen and servery. This inner-city neighborhood now has a center for education and recreation within walking distance for local families.



LOS ANGELES UNIFIED SCHOOL DISTRICT

HUMPHREYS ELEMENTARY SCHOOL

NEW MULTI-PURPOSE BUILDING



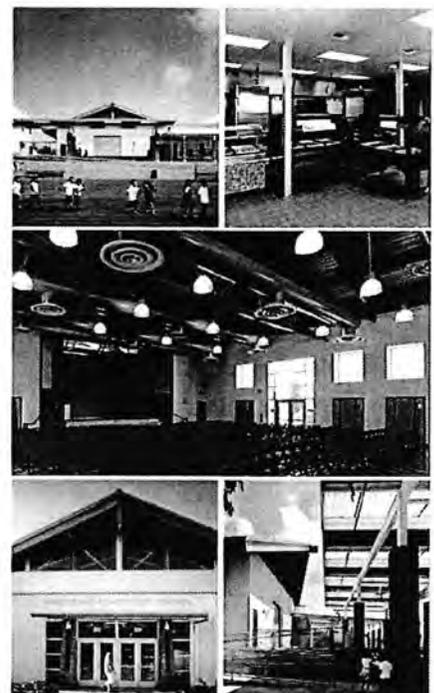
LOCATION 500 S. Humphreys Ave., Los Angeles CA
 COMPLETION DATE 2012
 SIZE 10,000 sf
 PROJECT VALUE \$6,800,000

- » 2013 CMAA Small Project Award
- » Historic school site
- » New campus building addition provides space for 300+ K-6 students
- » New multi-purpose room includes: indoor-outdoor stage, kitchen, teacher's lounge and patio, covered lunch shelter
- » SCE Savings By Design
- » CHPS criteria / incorporates LEED strategies

CLIENT CONTACT
 Samir Mehrotra
 213.241.3498
 samir.mehrotra@lausd.net

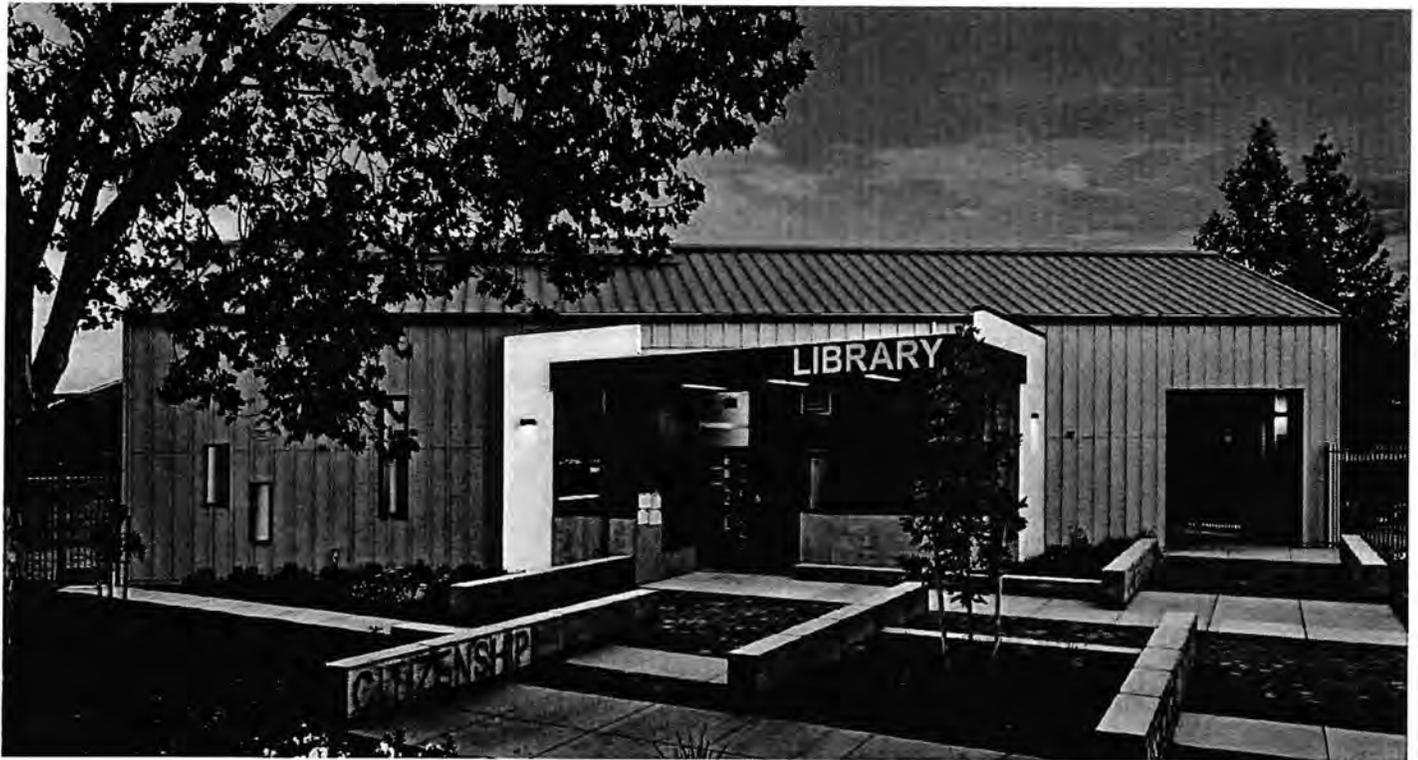
A new, energy efficient multi-purpose building accommodates 300+ students and includes a new covered lunch shelter for the entire student population to use.

This new core facility multi-purpose building for the existing historic Humphrey's Elementary School site borrows its profile and design from the adjacent historic buildings. The new multi-purpose room has a large indoor/outdoor stage and drop down dining tables for flexibility of use. The stage opens outside to a new covered lunch shelter sized to accommodate the entire student population. This project is one of the last to apply for Bond Funding.



GILROY UNIFIED SCHOOL DISTRICT ROD KEYE ELEMENTARY SCHOOL

LIBRARY, CAMPUS-WIDE I.T. UPGRADE



LOCATION 7810 Arroyo Circle Gilroy, CA 95020
 COMPLETION DATE 2013
 SIZE 4,150 sf
 PROJECT VALUE \$4,000,000

The library building defines a second entry to the campus and establishes a gateway for future expansion.

- » Designed to CHPS criteria
- » A phasing schedule allowed for project completion without interim housing
- » Responds to its local environment through solar orientation and natural ventilation
- » Daylight harvesting system minimizes unnecessary light output

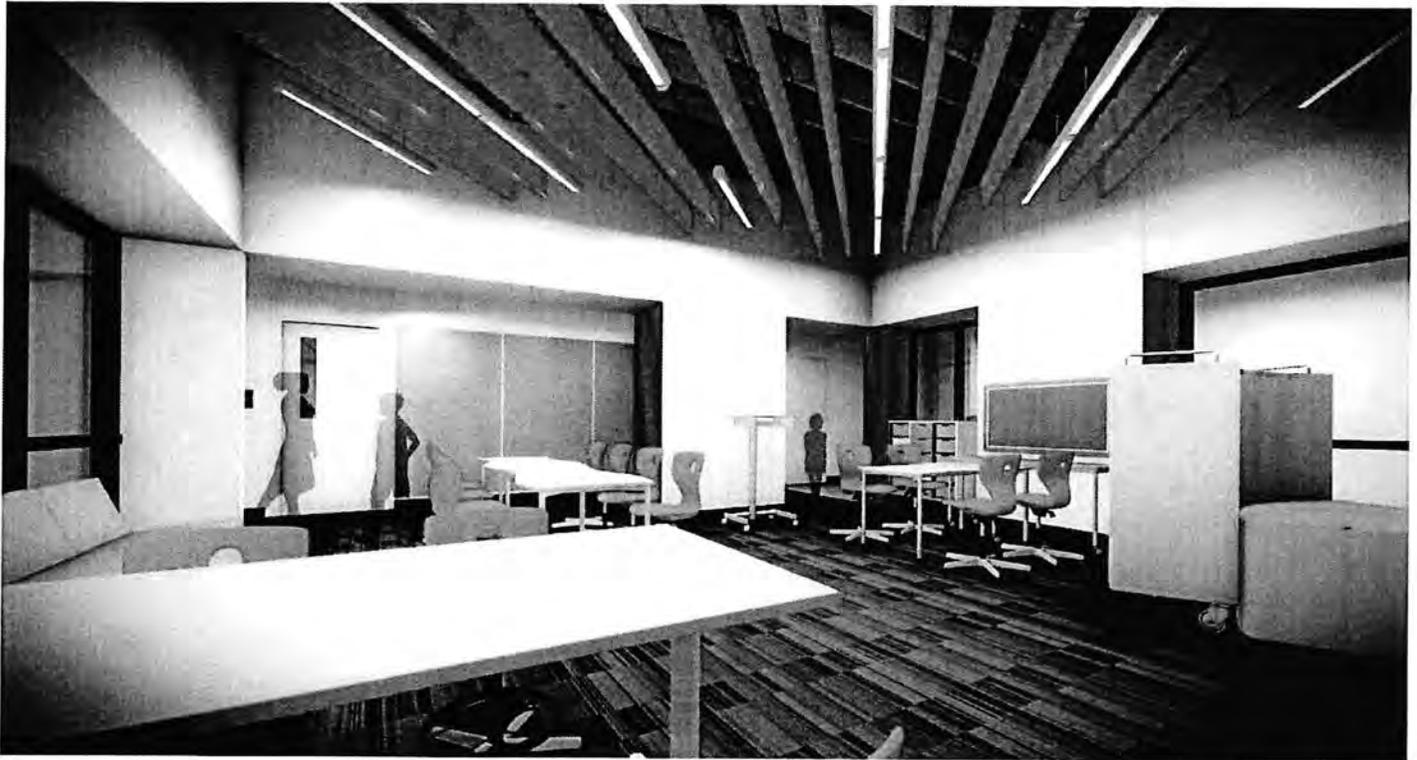
CLIENT CONTACT
 James Bombaci
 408.847.2700
 james.bombaci@gusd.k12.ca.us

The new library serves as a gathering place and creative environment suitable to teach and inspire students. The rural aesthetic, borrowed from Gilroy's agricultural heritage, provides a practical form that houses a reading room, classroom, 800 linear ft. of book storage, computer kiosks and restrooms. The building defines a second entry to the campus and establishes a gateway for future expansion. The I.T. Upgrade provides the campus with a data system that allows for dynamic teaching and future expansion. The Admin. Building modernization includes a commercial kitchen allowing for on site food preparation along with new offices and updated systems.



IRVINE UNIFIED SCHOOL DISTRICT

ELEMENTARY SCHOOL SITES CAMPUS IMPROVEMENTS



LOCATION Irvine, CA
 COMPLETION DATE 2017
 SIZE 104,279 sf
 PROJECT VALUE \$7,000,000

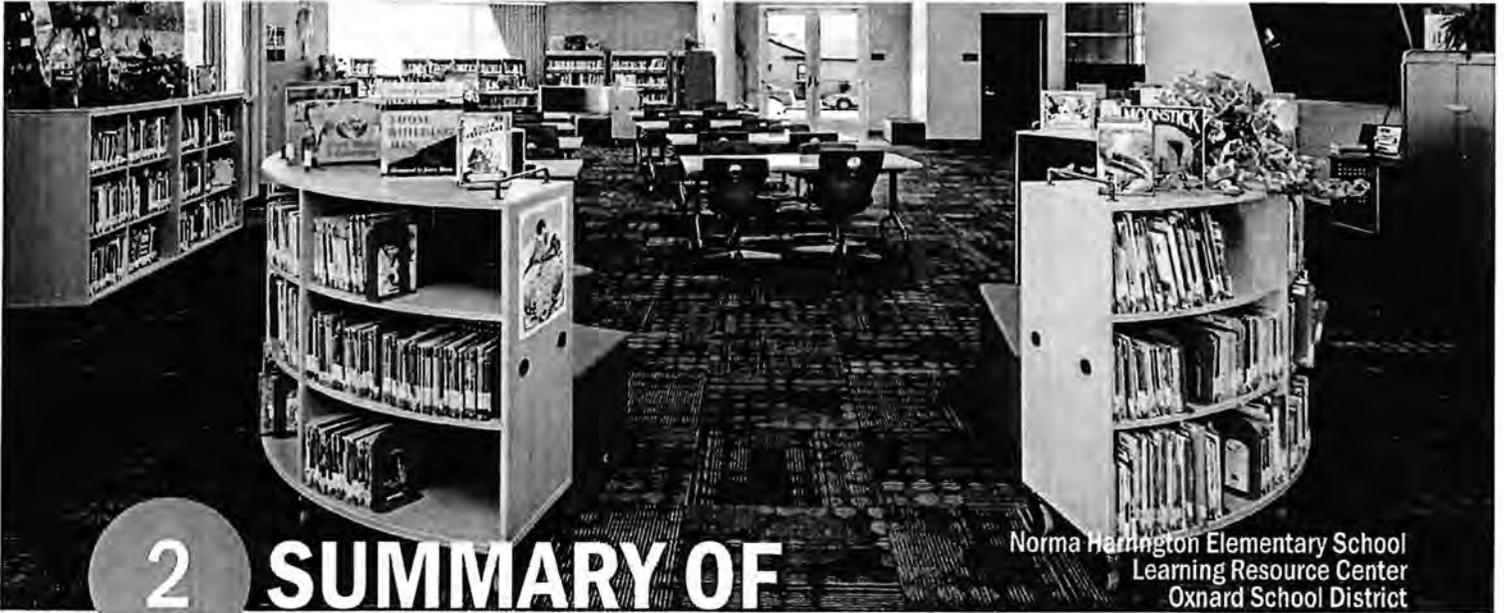
Classrooms and common spaces with flexible furniture layouts and integrated technology promote student collaboration and learning.

- » Enhanced way-finding through bold graphics and signage.
- » Reconfiguration of classrooms to provide innovation labs and music rooms.
- » Power, low voltage and HVAC upgrades.
- » Accessibility improvements.
- » Full coordination of Owner furnished, owner installed (OFOI) furniture and equipment layout

CLIENT CONTACT
 Ms. Kim Coffeen
 949.936.5363
 kimkcoffeen@iusd.org

School Facilities Improvement Bond Measure "E" Series 1 and CTE projects include enhanced security and safety systems, improved acoustics for enhanced learning, and a reinvention of collaboration and classroom spaces to support learning and culture. New, reconfigured, spaces provide and foster the opportunity to collaborate and participate in small group and classroom instruction while embracing the convenience of adjacencies. Furniture layouts provide inherent flexibility for instructional and collaborative needs.





Norma Harrington Elementary School
Learning Resource Center
Oxnard School District

2

SUMMARY OF RE-USE PROJECTS

DETAILED SUMMARY OF RE-USE PROJECTS

Dougherty offers the Oxnard School District the distinct advantage of basing the proposed McKinna Campus design on the successful award-winning Norma Harrington Campus. We would like to recommend the opportunity to utilize the design of the La Tijera Campus in Inglewood, which provided the basis of design for the creation of the Harrington Elementary School. Understanding that quality, schedule and budget are critical to a successful outcome, Harrington is aligned with the District program and vision with the need for only slight plan modifications. While the specific size and configuration of the McKinna site offers the opportunity utilize the building elements, we are advising the re-arrangement of those buildings to address the unique characteristics of the site. This is also the time to consider the visual characteristics of the new campus; to consider the neighborhood; choose materials and colors that will reflect the spirit of the community, and create a genuine grassroots ownership of the new campus.

Key design and planning considerations that are reflected in each of the three options presented:

1. Design to provide enhanced parent drop-off and pick-up while minimizing the impact to the residential community. While the front door of the school will be relocated to N Street, the proposed design creates a pattern that maintains primary vehicular access from J Street, a long on-site drop-off, enhanced parking and the potential to have exit only onto N Street. This fundamental planning approach is a win-win for the campus and community.
2. A front door and image of pride that welcomes the community from N Street and announces the new campus as a center for the neighborhood. All of this while providing for the opportunity to secure the campus

perimeter using the buildings as the primary element of enclosure for the students.

3. Location of the MPR and Library Resource Center to facilitate weekend and evening use without compromising safety and the need to open the entire campus.
4. The creation of a student "native garden" that will be an enhancement to the current garden on campus and provide a partnering opportunity with the community and parents.
5. The design of the student "learning labs" to provide a high level of flexibility and a resilient plan that supports and encourages collaborative and self-directed learning now and in the future. The footprint of the new learning labs will allow for an ultimate increase in the amount of available outdoor playfield space;
6. Enhanced open space as a student and community asset with the opportunity for multiple field venues and generous hard court play;
7. A campus that is focused on resource efficient design and the creation of a healthy and supportive learning environment for all of the students and teachers. Our mutual goal will be to aim toward Net Zero Energy design which will provide the opportunity for more operational District funds to be focused on curriculum.

Dougherty has successfully completed and closed with certification hundreds of projects under the State School building program.



Norma Harrington Elementary School
Oxnard School District

2A NARRATIVE OF LESSONS LEARNED

Careful planning and collaboration with the District and Builder provided a very successful process of design and delivery for the new **Norma Harrington Campus** on a compressed schedule. The greatest lesson learned for that project was the need for detailed pre-planning of the phased implementation of various project infrastructure systems and the cut-over to ensure that ongoing operations at the occupied campus were maintained along with total student safety. We also found that the opportunity to minimize off-site construction enhanced our interaction with the City of Oxnard for permitting (*curb cuts, encroachments, utility connections, etc.*), minimizing the possibility of potential impact to the overall project schedule. Our strong relationship with DSA ensured the project was efficiently and quickly reviewed and approved by DSA. The RFI's were minimal and answered quickly, agency comments were also reduced and addressed with little impact. The team of the Architect, Engineers, Builder, Program Manager and District collaborated in a positive atmosphere that ensured success. We also worked carefully with the California Department of Education to address their key concerns, such as the focus on the safe flow of students to the site and the management of vehicles around the site. Creative partnering with

the Geotech, client and structural engineers took us rapidly through a series of options for foundation design impacted by the typical unstable soil conditions found throughout Oxnard. This collaborative effort resulted in a cost effective approach to the sub-surface construction and provided the ability to concentrate valuable resources on the learning environment. The ultimate success and lesson learned was the timely completion of the campus allowing the students to proudly "walk over" from the old to the new campus as they celebrated their exciting new home.

The second project proposed for your consideration, the **La Tijera K-8 School** for the Inglewood Unified School District, has been one of the most challenging as well as rewarding projects in our history. This design has transformed a crumbling K-6 site into a new K-8 school, now realizing its future as a math/science magnet program. Our greatest lessons learned is to research the issues thoroughly, look under every rock, be patient, communicate continuously, and keep the faith. We replaced another architect who missed the facts that this site was restricted by a 220 KV SCE 150 foot easement, a storm drain easement, failing utility infrastructure, and failing soils that required the demolition of existing buildings and the pursuit of OPSC

“ I like the fact that Dougherty is very responsive throughout the entire design process. They've always responded to everything I ask for. It's very refreshing to work with a firm like that. ”

– John Vinke, Deputy Superintendent, retired [Lawndale Elementary School District]

Hardship Replacement funding. Through our studies, it was also discovered that the subsiding soils were contaminated and required DTSC approval with a remediation plan. The northwest portion of the site lapped into the City of Los Angeles, and the remainder was in the City of Inglewood. Caltrans had jurisdiction over La Cienega Boulevard. The complexities of this project are evident. In the first phase of development, students were moved into interim housing on the stable playfield, and buildings came down. It was a full year before the DTSC Work Plan was approved, the community meetings concluded, and the bid was awarded.

2B. PREPARE TO PRESENT AND REVIEW COMPLETE DSA PLANS

Dougherty retains the plans for all projects and is well-prepared to present and review complete DSA approved plan sets for the projects identified above. The firm will also provide the record drawings for both projects, incorporating all changes in the field that will reveal important lessons learned. These files are available for presentation in hard copy or electronic media, and are easily converted to PDF.

Of the two projects, Norma Harrington Elementary School is the most recent, and the most well-known to the District as an Oxnard School District project. The La Tijera K-8 Magnet School, located in Inglewood, is slightly older, and has served as the basis for the site adaptation to the Harrington site. Of the two, the Harrington campus is most closely aligned with the anticipated program for McKinna, which is just slightly larger. The Harrington site is more restricted than the ample site area at McKinna. The La Tijera site is sloping and serves a K-8 community with a larger population and significant site utility restrictions. It does, however, have a significant amount of off-street parking and drop-off that is achievable at the McKinna site. The two sets of plans can be viewed concurrently to draw comparisons and to perhaps a hybrid application of these two campus concepts and approaches. The McKinna site is unique, and lends itself to a variety of very functional configurations utilizing the individual building components of the referential Harrington and La Tijera campus and building design solutions.

2C. ENHANCING THE QUALITY OF PROPOSED DESIGN

The key to success in re-use is the ability to leverage the essential elements of the project, such as core design principals and campus planning. Important factors in enhancing the quality of design include an understanding that each site is unique, codes will evolve and opportunities for improved technology, materials and systems

continue to develop year after year. Opportunities to incorporate the most current thinking in the creation of 21st century student environments and building technology will enhance previous design. Dougherty's expertise in utilizing Building Information Modeling provides the ability to update the model in real time, resulting in a final model that will reflect the actual built conditions. The basis for the new design at McKinna will leverage the embedded information from the previous project. The design and exploration process with the stakeholders will be enriched and accelerated with access to this model and the quality of collaboration in delivery and coordination will benefit from the foundation of the previous projects. We understand that re-use requires imagination and integration with site specific and time specific features, while maximizing the utilization of common elements that have value. The ultimate result will be a project delivered to the District that:

- » Optimizes the use of District resources
- » Creates a student environment that embraces the District vision
- » Establishes a legacy for the community

2D. SITE VISIT TO REVIEW COMPLETED SITE(S)

Once the District has confirmed that Dougherty is one of the selected firms for further consideration, we will work with you to schedule the Norma Harrington Elementary School site visit, (which will be the most convenient), and then a La Tijera K-8 Academy site visit in Inglewood for those who may not have participated in the previous site visits related to the Harrington selection process. Recognizing that it can be a challenge to be inclusive of all of the parties within the District and CFW, our goal will be to work with you to establish a time and date acceptable to the greatest number of visitors to reduce the inconvenience to each campus community. The Norma Harrington Elementary School site within the District offers easy proximity, and we will work with you to accommodate all interested parties without repeated interruption of campus activities. The same respect will be extended to the Inglewood Unified School District to limit the intrusion of a single visit. Dougherty retains a photographic portfolio and presentation site and floor plans for each campus to be made available to those who are unable to attend the site visits. We are currently completing a video for the Norma Harrington Elementary School campus which will be shared with the District for your unlimited use.



— La Tijera Elementary School
— Inglewood Unified School District

3 IMPROVING FUNCTIONALITY & EFFECTIVENESS

RECOMMENDATIONS

Dougherty promotes a firm philosophy of collaboration and service to make the very most of every opportunity. Beginning with the establishment of the firm 38 years ago, we have placed an emphasis on energy efficient facilities projects that enhance and beautify their campuses and communities, improve the quality of life and wellness for students and faculty, and embrace and elevate the human spirit. Each design strategy and referential experience supports the functionality and effectiveness of each new project.

Each project and client is distinguished by unique characteristics, processes and needs. With the passing of Measure D, Oxnard School District and McKinna Elementary School has the unique opportunity to invest in the future of your students. A rich range of programmatic goals are referenced in the RFP, including phased new campus construction on the playfields while sustaining a fully operational campus in existing facilities, and the subsequent modernization of its existing facilities to remain. The concept to allow functionality concurrently between new and old facilities is easily achievable.

Dougherty is committed to continuing our successful relationship with the Oxnard School District by providing full services for the new construction opportunity and phased selective modernization at McKinna Elementary School. We frequently support ongoing and multiple projects simultaneously for individual school district clients, as we have done for the Oxnard School District in the past. This strategy takes advantage of the body of knowledge, understanding of District standards, and pre-existing collaborative relationships that are so essential to improving the functionality

and effectiveness of a project. Utilizing our current knowledge of Oxnard School District goals, archives, staff and standards, our team will be led by Partner Brian Dougherty, FAIA, LEED AP and Project Manager Diego Matzkin, AIA, LEED AP, to provide continuity of purpose and to build upon our existing relationships.

New trends will influence the best solution for McKinna Elementary School, drawing upon new directions in STEAM and CTE environments. The Multi-Media focus as described in the District's McKinna Multimedia eBrochure, builds upon the strategies implemented at Norma Harrington Elementary School, with the Harrington experience providing those valuable lessons learned that impact the next application of this high-tech philosophy. Dougherty is currently working with the Irvine Unified School District on School Facilities Improvements through Bond Measure E and CTE projects at six elementary schools. These projects include wayfinding, enhanced security and safety systems, improved lighting and acoustics for enhanced cognition, and a reinvention of collaboration and classroom spaces to support learning and culture. Newly reconfigured spaces provide the opportunity to collaborate

Dougherty has had the privilege of working with school Districts throughout the State to design new elementary schools, District prototypes, additions, renovations and modernizations.



La Tijera Elementary School Classroom
Inglewood Unified School District

and participate in small group and classroom instruction while embracing the convenience of adjacencies and flexible perimeters between classrooms and common areas. Furniture layouts provide inherent flexibility for instructional and collaborative needs, incorporating the concept of FF&E mobility and reconfiguration to reinvent the teaching environment by easily reassembling this furniture "kit of parts".

From a site assembly perspective, the external impact upon functionality and effectiveness of the project has great potential. The examples presented within this response include easily achievable and compatible pedestrian and vehicular circulation within this site, enhancing safety and visibility, drop-off and pick up, and dedicated drop off for Kindergarten Students. The spaces created between buildings compliment the instructional features of the interior spaces by providing outdoor education nodes that accommodate large and small gatherings in an outdoor setting. Attention to the proximity of indoor to outdoor learning stations expands upon the concepts of the STEAM philosophy to maximize the potential for the McKinna campus site development. Even the nature and location of unique age-appropriate play structures can

serve as a magnet for health and learning as well as play. The implementation of native planting and drip irrigation with target valued naturally shaded areas, and serve as teachable moments in learning the story of water and life, as well as reducing the demands upon long-term maintenance and operations.



4

DESIGN STRATEGIES TO MEET PROPOSED DEADLINE

RE-USE STRATEGY

The planning and early design phases of the McKinna Elementary School project provide great opportunities for leveraging the "re-use" elements of previous successful projects to meet the proposed deadline. As we engage the stakeholders, District leadership and community representatives, we will prime the conversation by providing three dimensional modeling to assist in envisioning the design outcome. Accelerating the planning and decision-making process with a pre-existing model takes advantage of this powerful tool as a means of effective communications, and shortens the design process. We also agree that early client ownership of the design relies upon active participation and a full understanding of the environment to benefit from these fundamental decisions. To be able to visit, touch, and experience a campus in both real form and virtually will ensure that this process is responsive and effective. This approach can potentially save months at the front end of the project and allow movement into the more detailed implementation of construction documents on an accelerated schedule. Recent DSA approved built projects also offer lessons learned to advance the design and approval process. The re-use aspect will also reduce the design portion of the fees as related to the more effective and direct design effort. Your aggressive schedule for the submittal of DSA documents for plan review will be appropriately supported through the re-use concept. If we work together for a timely response and effective design process, the ability to accelerate the proposed timelines will be enhanced. We are prepared to begin immediately upon your authorization to pursue this goal, advancing the schedule from day one.

We have selected two distinct campus designs as the proposed models for McKinna campus development. All options fit onto the site while retaining the location of the existing McKinna Elementary School. Playfields and hard-court play areas will provide a new construction site with the expectation that the existing campus will be dedicating a significant amount of the play area to construction for an estimated two years. The school site will remain fully operational during construction, providing teachable moments for students and staff. This strategy saves time and expense while securing a safe educational environment during the construction period.

The relationship between the buildings for each new proposed option creates an opportunity for outdoor space to support school and community events. Options offer space for an indoor stage and flexible space for family and community interface. Flexibility exists to easily make modifications, perhaps borrowing ideas between options, to respond to your specific programmatic requirements. The plans presented to you today exemplify this inherent flexibility in these proposals. It is important to note that

The McKinna school site will remain fully operational during construction, providing teachable moments for students and staff.



Norma Harrington Elementary School, 21st Century Classroom
Oxnard School District

both referential projects represent high-performance solutions that are energy efficient to own and operate. Norma Harrington Elementary School is clustered around a vibrant courtyard with the new campus embracing the pedestrian orientation of the community, and addresses the need for access to facilities and open space during non-school hours. The Inglewood Unified School District La Tijera K-8 Academy is larger and on a sloping site, and can be reduced with the elimination of selected free-standing buildings. In both cases, classroom buildings are two story, with and expandable kindergarten building.

The site-adapted re-use strategy provides the opportunity to expedite the DSA review process (based upon the previous submittals), to support code updates related to structural safety, fire life safety and access compliance. DSA approved plans provide a firm foundation for implementation based upon good decisions that have stood the test of agency approval. Lessons learned during construction through RFI's and PR's are duly recorded in our record sets. We are committed to challenging your preconceptions, offering creative alternatives and developing a vision to a successful outcome. Your new McKinna Elementary K-5

School will create a legacy for the community that will serve for generations to come, reflecting the vision of the form and function of the new school facilities to meet McKinna design criteria.



5

PROJECT DELIVERY METHOD

Aspire Los Angeles
Juanita Tate Elementary
Suffolk-Roel School District

FIRM EXPERIENCE

Dougherty is experienced in a variety of alternative project delivery methods including working with Construction Managers, Lease-leaseback, Design-Bid-Build, Multi-prime Contracts, Design-Build, and Design-Build Bridging. In each of these approaches, we have teamed with the Client. This strategy has the potential to save time and money, and benefit from the unique perspective and expertise of each collaborative team member. It is important to weigh expectations, to establish priorities regarding budgets and schedules, to designate control and responsibility, and to pre-plan the approach to design and construction to meet District goals.

We are prepared to support the District as the project progresses from design into the construction phase of work. We have completed over 1,000 educational facility projects and are well-prepared for the attention to detail and structured process that the public delivery environment requires, whatever the chosen method of project delivery might be.

To engage the Architect and Lease-leaseback partner together from the beginning of design through construction allows each participant to work together to address constructability and value engineering opportunities as the BIM model evolves. The earlier this partnership is established, the greater the opportunity. Our previous relationships have varied, including the retention of a Lease-leaseback entity at bid time. This strategy has the potential to save time and money, and benefit from the unique perspective and expertise of each collaborative team member. Contractors with a successful track record in Lease-leaseback are sophisticated, actively use BIM in the field, and understand the value of collaboration. The

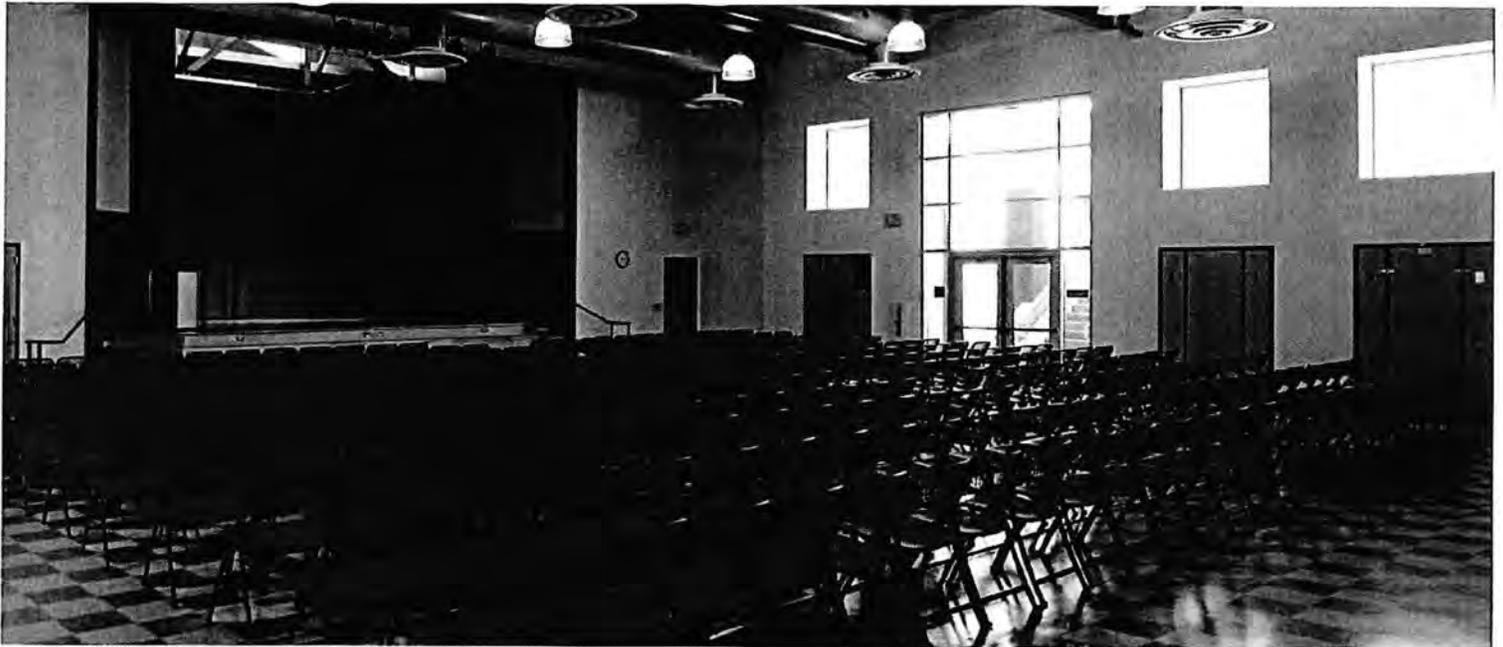
project estimating that parallels the design and documentation process benefits decision-making, and is a fair and transparent process. Partner-in-Charge, Brian Paul Dougherty, FAIA, LEED AP and Supporting Partner, Betsey Olenick Dougherty, FAIA, LEED AP have participated in the development of the AIA California Council Project Delivery Manual, and contribute a deep understanding of many alternative project delivery methods appropriate for public contracts.

Lease-Leaseback Experience

Los Angeles Unified School District:

- » *Aspire Juanita Tate Academy* - The Aspire Juanita Tate Academy in South Los Angeles was completed with Suffolk-Roel as a Lease-leaseback entity. Six weeks before occupancy, the site was designated as an Aspire Charter School, and minor modifications were quickly accomplished to accommodate the unique aspects of the Aspire academy curriculum to open the school on-time.
- » *South Region Elementary, Marguerite Poindexter LaMotte* This K-5 Elementary School was completed ahead of schedule to house students in the Fall of 2012. Lease-leaseback entity Taisei Construction has been a valued partner. It has been one of the

Dougherty has had the privilege of working with school Districts throughout the State to design new elementary schools, District prototypes, additions and modernizations



Humphrey's Elementary School, Multi-purpose Room
Los Angeles Unified School District

most successful projects in our experience, with a low change order rate, early completion, and effective Partnering. This success has been recognized with the 2013 International Partnering Institute Project of the Year Award.

- » *Humphreys Elementary School Core Facilities MPR Bldg.* - The new Humphrey's Elementary School Core Facilities MPR/Food Service building, with Lease-leaseback entity Tilden-Coil, benefited from a sophisticated contractor who utilized our BIM model actively during construction allowing the project to stay on schedule and within budget. A reimbursement was given back to the District from the construction set-aside at project completion.

Rialto Unified School District:

- » *Eisenhower High School, Master Plan, Stadium, Gym HVAC & Electrical Upgrades* - As we were selected as the campus architect, Neff Construction was independently selected by the District as the Lease Lease-back entity to work with us through a Design/Build, Integrative Project Delivery method. Again, this method was proven to be one of the most successful alternative project delivery methods in our public school construction experience.

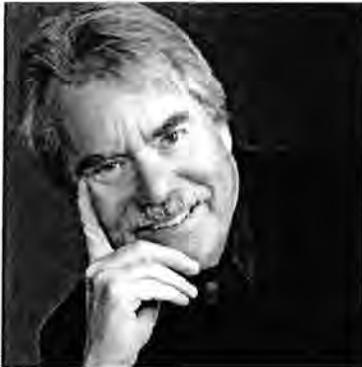
South Orange County Community College District:

- » *Saddleback Interdisciplinary Science Building* - Certified LEED Gold with Savings-by-Design incentives, the Science Building is a high-performance; award-winning solution delivered through the Lease Lease-back delivery system with C.W. Driver with a guaranteed maximum price. A balance has been returned to the Owner at project Close-out. This project has recently been recognized with the CMAA 2017 Award for projects from \$50-100 million.

6 FIRM'S PERSONNEL

BRIAN PAUL DOUGHERTY

FAIA, LEED AP
 Partner-in-Charge
 Dougherty [WBE, SBE]



Brian Dougherty recently completed 12 years of service as a practicing architect member of the Board of the Collaborative for High Performance Schools (CHPS).

Brian Dougherty, FAIA, LEED AP, is a Senior Partner at Dougherty. He contributes over 41 years of experience in providing facility master planning and architectural services to educational projects throughout California. He brings a career-long emphasis in energy conservation and sustainable design to each project, including a focus on holistic resource conservation that is shared with clients,

community members, and other professionals. He recently completed 12 years of service as a practicing architect member of the Board of the Collaborative for High Performance Schools (CHPS). Mr. Dougherty's expertise will provide CHPS/ Grant Funding assistance, energy efficiency leadership and LEED criteria implementation to your projects as required.

EDUCATION

- » Master of Architecture, University of California, Berkeley
- » Master of Business Administration, University of California, Irvine
- » Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

- » Fellow of the AIA
- » Past President of AIA California Council, 2014
- » California Representative to the National AIA Strategic Council
- » Past President of AIA Orange County
- » 12 years - Practicing Architect Board Member, Collaborative for High Performance Schools (CHPS)

REGISTRATIONS

- » Registered Architect: California C-9824, Arizona 28542, New Jersey 21A101294200
- » Certificate Holder National Council of Architectural Registration Boards
- » Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

- » 25%

RELATED PROJECTS

OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care.

INGLEWOOD UNIFIED SCHOOL DISTRICT



LA TIJERA K-8 SCHOOL - NEW CAMPUS

The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that occupied a corner of the site that is the new turf play field.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT



CORONA DEL MAR HIGH SCHOOL MS ENCLAVE

New high-tech facility incorporates classrooms and laboratories to house core middle school courses while providing a sheltered environment for the students. Designed to the standards of the CHPS and LEED for Schools.

DIEGO

AIA, LEED AP
Project Manager
Dougherty | WBE, SBE |

MATZKIN



Diego Matzkin has more than 21 years of experience as a project manager for educational, municipal, and state funded projects throughout California.

Diego Matzkin is a Firm Associate and Architect with more than 21 years of extensive experience in management, production and construction of educational, municipal, and state funded projects of various scales and complexity. Diego's experience includes project budget and schedule management, program development with user groups, oversight and

quality of architectural/engineering design and construction documents, coordination with specialty consultants, contract management and negotiation (with clients, general contractors, consultants and vendors), processing of governmental jurisdiction approvals and business development activities in pursuit of educational and municipal projects.

EDUCATION

- » Master of Architecture, University of California, Los Angeles
- » Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

- » American Institute of Architects, AIA Orange County Chapter

REGISTRATIONS

- » Registered Architect: California C-27962
- » Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

- » 40%

RELATED PROJECTS

OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre school and after hours child care.

CULVER CITY UNIFIED SCHOOL DISTRICT



DISTRICT-WIDE ARCHITECTURAL SERVICES

The Culver City USD playground improvement project includes the installation of playground surfaces and equipment for both kindergarten and elementary school campuses. Accessibility improvements to site facilities bring the campus up-to-date.

RIALTO UNIFIED SCHOOL DISTRICT



EISENHOWER MASTER PLAN, GYM HVAC, ELECTRICAL UPGRADES

The improvements to the Eisenhower High School campus include a variety of prioritized projects. A carefully conceived campus Facilities Master Plan developed with pro-active District participation, identifies each component in an anticipated six-year implementation program.

MATT

AIA
Project Architect
Dougherty | WBE, SBE |

GUMMOW



As Project Architect, Matt utilizes a holistic approach to professional design service, balancing the project's goals and budget with quality design to deliver top-tier services.

EDUCATION

- » Master of Architecture, NewSchool of Architecture and Design, San Diego
- » Bachelor of Business Administration, University of San Diego

LEADERSHIP

- » American Institute of Architects, AIA, Orange County Chapter

REGISTRATIONS

- » Registered Architect: California C-35257

LEVEL OF PARTICIPATION

- » 60%

Matt Gummow is an Architect and Associate of the Firm who values collaborative and iterative creative processes and believes great building design engages with the site. Since joining the firm, Matt has been a leader in designing through the BIM process, utilizing a holistic approach to professional design service, balancing quality and budget to deliver top-tier architectural solutions. His

expertise in Building Information Modeling includes a mastery of Autodesk Revit, Navisworks, Autocad, SketchUp, Rhino 3D, Grasshopper Parametric Modeling, and a variety of 3D rendering and visualization software. He is involved in the preparation of BIM generated design and construction documents, and works closely with consulting engineers to support document coordination and quality control.

RELATED PROJECTS

OXNARD SCHOOL DISTRICT



HARRINGTON ELEMENTARY SCHOOL - NEW SITE

The compact campus enabled construction of the new school while the existing facility remained fully operational. Conversion of a portion of the existing campus provides a new child development center to support pre-school and after hours child care.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT



CORONA DEL MAR HIGH SCHOOL/MIDDLE SCHOOL ENCLAVE

New high-tech facility incorporates classrooms and laboratories to house core middle school courses while providing a sheltered environment for the students. Designed to the standards of the CHPS and LEED for Schools.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT



IRVINE VALLEY COLLEGE - NEW LIFE SCIENCES BUILDING

Traditional and informal learning spaces mix to create an unparalleled educational experience in this innovative LEED Gold building. A compact footprint includes a two-story atrium, eight laboratories and a demonstration greenhouse.

BETSEY OLENICK DOUGHERTY

FAIA, LEED AP
Supporting Partner, FF&E, Color Selection
Dougherty [WBE, SBE]



Betsey Olenick Dougherty understands that the quality of the environment has a direct relationship to the quality of life, and that design excellence can positively influence student behavior.

Betsey Olenick Dougherty, FAIA, LEED AP is the founding partner of Dougherty in Southern and Northern California. Ms. Dougherty established the firm in 1979, and began a career emphasizing design excellence and sustainability for educational facilities. She has been actively involved in the American Institute of Architects

since 1976 and is a former Chancellor of the National AIA College of Fellows. Ms. Dougherty is also the firm in-house consultant in the following areas: community facilitation, material and color selection and specifications, FF&E selection and procurement support, space planning support and coordination.

EDUCATION

- » Master of Architecture, University of California, Berkeley
- » Bachelor of Arts, Architecture, University of California, Berkeley

LEADERSHIP

- » AIA Fellow, 1990
- » Urban Land Institute
- » Academy of Neuroscience for Architecture, Board Member

REGISTRATIONS

- » Registered Architect: California C-9825
- » Certificate Holder, National Council of Architectural Registration Boards
- » Accreditation LEED AP, US Green Building Council

LEVEL OF PARTICIPATION

- » 15%

RELATED PROJECTS

LOS ANGELES UNIFIED SCHOOL DISTRICT



MARGUERITE POINDEXTER LAMOTTE - NEW SCHOOL

The small site dictates a tight, efficient floor plan, providing the full spectrum of services for an elementary school curriculum for 650 K-5 students. Aggressive sustainable design goals have achieved High Performance Incentive (CHPS HPI) status and Savings by Design criteria.

LOS ANGELES UNIFIED SCHOOL DISTRICT



ASPIRE JUANITA TATE ACADEMY - NEW CAMPUS

This high density solution consists of a two-story 56,000 sf classroom/administration building over a below-grade 87 car parking garage; a single story kindergarten building with adjacent play area; and a joint-use multipurpose/kitchen building.

INGLEWOOD UNIFIED SCHOOL DISTRICT



LA TIJERA K-8 SCHOOL - NEW CAMPUS

The new site plan includes off-street parking for 90 cars and multiple drop off areas for the main entrance and the kindergarten building. Students have been formerly housed in interim classrooms that occupied a corner of the site that is the new turf play field.

ORLANDO MORENO

P.E.
Civil Engineer
Brandow & Johnston



Mr. Moreno has more than 18 years K12 experience in Southern California and is committed to sustainable design as it relates to public educational projects.

Mr. Moreno is a registered Civil Engineer in California with 18 years of engineering experience with educational projects. His role as a team leader is to ensure implementation of high quality technical solutions related to the project site, through direction and supervision of the technical and support staff, close coordination and support to clients and

consultants, and by promoting quality, efficiency, code implementation and great attention to details. He has a strong personal and professional commitment to sustainable design as it relates to education projects. His expertise in site development design, storm water flood control and water quality mitigation is an invaluable asset to the District.

EDUCATION

- » Bachelor of Science, Civil Engineering, University of Southern California

LEADERSHIP

- » ASCE (American Society of Civil Engineering)
- » ULI (Urban Land Institute)

REGISTRATIONS

- » Registered Engineer, CA-65405
- » Qualified SWPPP Developer/Practitioner (QSD/QSP)

LEVEL OF PARTICIPATION

- » 25-30%

RELATED PROJECTS

- » El Rancho USD, Rivera ES Modernizations
- » Los Angeles USD, Various ES Campus Pavement Repairs
- » Baldwin Park USD, Baldwin Park Vineland ES, Play Fields and Drainage Relief
- » Ennox USD, Moffet ES Campus Modernizations
- » Malibu USD, Grant ES, Site Improvements
- » Malibu USD, John Adams MS, Modernization and Play Fields
- » Santa Monica USD, John Adams MS Campus Modernizations
- » Baldwin Park USD, North Park HS Auto Center Building
- » Baldwin Park USD, Baldwin Park HS Appliance and Auto Center
- » Glendale USD, New Classroom Building Santa Ana Magnolia Pacific Tech
- » City of Los Angeles, Pilgrim School, Phase I, Parking and Athletic Fields
- » City of Los Angeles, Green Dot, PAT Brown High School
- » City of Sherman Oaks, Norte Dame Private High School
- » City of Santa Ana, Magnolia Pacific Tech School
- » City of Pasadena, Sequoyah Private School

MEHRAN

PRINCIPAL, S.E.
Structural Engineer
Saiful Bouquet Structural Engineers [MBE, SBE]

POURZANJANI



Mehran has more than 30 years of experience in structural engineering for K12 projects.

EDUCATION

- » Master of Science, Structural Engineering, University of Colorado
- » Bachelor of Science, Structural Engineering, University of Colorado

LEADERSHIP

- » Associate Member, Structural Engineers Association of Southern California (SEAOC)
- » SEAOC Seismology Committee as Representative of Southern California
- » Member, American Concrete Institute

REGISTRATIONS

- » Structural Engineer, S3298
- » Civil Engineer, C41512

LEVEL OF PARTICIPATION

- » 25-30%

Mehran Pourzanjani M.S., S.E. is a principal of Saiful Bouquet Structural Engineers. His background spans a wide spectrum of structures. Mehran serves on the State (SEAOC) Seismology Committee and is the Chair of its Southern California Chapter (SEAOSC). He also served as part of a "PEER Tall Buildings Initiative" task group developing guidelines for the seismic

analysis of tall buildings towards codification. He will ensure all SBI documents are fully integrated into a project specific Revit BIM Model and will provide innovative and professional structural engineering services to the Oxnard School District. Mr. Pourzanjani is a former DSA Plan Reviewer and has worked with Dougherty for over 18 years.

RELATED PROJECTS

- » Oxnard SD, Norma Harrington Elementary School
- » Los Angeles USD, Marguerite Poindexter LaMotte Elementary School
- » Rialto USD, Eisenhower High School Master Plan, New Performing Arts Center and Stadium
- » Bonita USD, Bonita High School Gymnasium
- » Newport-Mesa USD, Corona del Mar High School, Middle School Enclave
- » Conejo Valley USD, Westlake High School Performing Arts Center
- » Lawndale ESD, District-wide Modernization (seven Sites)
- » Rialto USD, Modernization and HVAC Upgrades
- » Glendale USD, Woodrow Wilson Middle School
- » Los Angeles USD, Dorsey High School Redevelopment
- » Long Beach USD, Colin Powell High School and Gymnasium
- » Compton USD, Education Services Center
- » Pasadena USD, District-wide Modernization and New Construction

RAYMOND SWARTZ

P.E., IESNA, LEED AP
Electrical Engineer
TK1sc Collaborative



Ray's responsibilities include involvement in all aspects of design operations and production activities for the firm's complete range of electrical engineering services.

Ray acts as Principal-in-Charge, as well as the project's Electrical Engineer of Record for all projects with which he is involved. His day-to-day involvement with each project ensures a coordinated quality design that will result in a highly successful end product. Ray

also specializes in architectural lighting design/consulting and has been responsible for innovative and creative lighting designs which have enhanced the utility, comfort, and grace of numerous architectural and landscape projects.

EDUCATION

- » Bachelor of Science, Physics,
University of California, Riverside

LEADERSHIP

- » USGBC, United States Green Building Council
- » Member, AIA Orange County
- » SAME, Society of American Military Engineers
- » IESNA, Illuminating Engineering Society of North America

REGISTRATIONS

- » Registered Engineer, Electrical
E-15610

LEVEL OF PARTICIPATION

- » 20-25%

RELATED PROJECTS

- » Long Beach USD, Various Project at 12 Campuses
- » Newport-Mesa USD, Various Projects at Four Campuses
- » Redondo Beach USD, Various Projects at Five Campuses
- » San Diego USD, Patrick Henry High School
- » Torrance USD, Torrance High School and North High School
- » Placentia/Yorba Linda USD, District Modernizations at Various Campuses
- » Santa Ana USD, District Wide Modernizations at Various Campuses
- » Pomona USD, Ganesha High School and Garey High School Modernizations
- » Hawthorne USD, Modernization of 9 Campuses
- » Brea Olinda USD, Brea Olinda High School Modernizations
- » Cypress SD, Modernization of Two Campuses
- » Anaheim City SD, District Modernizations at Various Campuses
- » Little Lake City SD, Modernization of Nine Campuses

LARRY SUN

LEED AP
Mechanical/Plumbing Engineer
Tk1sc Collaborative



Larry recognizes the critical nature of mechanical systems in supporting sustainable projects, and enjoys the collaborative process in achieving these goals.

EDUCATION

- » Bachelor of Science, Physics,
University of California, Riverside

LEADERSHIP

- » USGBC, United States Green Building Council
- » Member, AIA Orange County
- » SAME, Society of American Military Engineers
- » IESNA, Illuminating Engineering Society of North America

REGISTRATIONS

- » Registered Engineer, Electrical
E-25633

LEVEL OF PARTICIPATION

- » 20-25%

Larry is a vital part of carrying on the core values that have made Tk1sc a success. Being involved in nearly all of Tk1sc's major market segments has helped Larry develop a keen awareness of client and project requirements, with a focus on details that make a project successful. As one of the first LEED Accredited professional in the

firm, Larry recognizes the critical nature of mechanical systems in supporting sustainable projects, and enjoys the collaborative process in achieving these goals. Larry is an active participant in the HVAC Industry, locally and nationally, and has served in numerous positions within ASHRAE.

RELATED PROJECTS

- » Pomona USD, Ganesha High School Modernizations
- » Pomona USD, Garey High School Modernizations
- » Brea Olinda USD, Brea Olinda High School Modernizations
- » Cypress School District, Modernization of Two Campuses
- » Savanna USD, Various Modernizations at Multiple Campuses
- » Santa Ana USD, Various Modernizations at Multiple Campuses
- » Torrance USD, Various Modernizations at Multiple Campuses
- » Long Beach USD, Various Projects at 12 Campuses
- » Newport-Mesa USD, Various Projects at Four Campuses
- » City of Los Angeles, Camino Nuevo Charter Academy Modernizations
- » Hawthorne USD, Modernization of Nine Campuses
- » Little Lake City School District, Modernization of Nine Campuses
- » Hemet USD, Acacia Middle School, Modernization of Existing Buildings and New Gym

BOB
STONEASLA
Landscape Architect
NUVIS [DBE, SBE]

Mr. Stone's design focus on sensitive landscape irrigation and hardscapes with storm water management, ease of maintenance, and the reduction of heat islands.

EDUCATION

- » Bachelor of Science, Landscape Architecture, California Polytechnic University

LEADERSHIP

- » ASLA (American Society of Landscape Architects)

REGISTRATIONS

- » Landscape Architect, California 1891

LEVEL OF PARTICIPATION

- » 25%

Mr. Stone, ASLA has more than 33 years of landscape design experience with NUVIS in educational projects. He is an expert in creative solutions and will follow through from conceptual design to field observation. Mr. Stone approaches sustainable design for public educational projects in a holistic

manner. Designs incorporate safety and visibility, energy and water efficiency, locally sourced construction materials, organic soil amendments, native plant species, and turf restrictions to large active spaces. Mr. Stone has worked with Dougherty for more than 24 years on approximately 77 projects.

RELATED PROJECTS

- » Los Angeles USD, Humphrey's Elementary School Core Facilities,
- » Los Angeles USD, Juanita Tate Elementary School
- » Los Angeles USD, Marguerite Poindexter LaMotte Elementary School
- » Newport-Mesa USD, Corona Del Mar High School, Middle School Enclave,
- » Newport-Mesa USD, Corona Del Mar High School Quad Renovation
- » Pasadena USD, Madison ES Kitchen and Lunch Shelter, Pre-School and Family Center
- » Pasadena USD, Marshall ES Library and Sports Complex
- » El Rancho USD, Magee ES, Irrigation re-design
- » Anaheim ESD, Holder Elementary School
- » Anaheim ESD, Westmont Elementary School
- » Anaheim ESD, Twila Reid Elementary School
- » Anaheim ESD, Stoddard Elementary School
- » Anaheim Union HSD, Anaheim HS and Katella High School
- » Beverly Hills USD, Beverly Vista K-8 Historic Preservation and Addition
- » Bonita USD, Bonita High School Gymnasium
- » Conejo Valley USD, Westlake High School Performing Arts Center

STEVE
HSIEH
 Cost Consultant
 Yuang Tai, Inc. [MBE, SBE]



Steve Hsieh possesses more than 33 years of construction industry related experience in the field of professional Cost Estimating for public educational projects.

Steve Hsieh possesses more than 33 years of construction industry related experience in the field of professional Cost Estimating. He assumes bottom line responsibility for the projects he is involved with and applies his expertise on a daily basis in regard to preparing budget type estimates as well

as competitive bid estimates. Steve has estimated more than 600 major projects totaling over \$5 billion dollars in construction value, and focuses on educational master planning, modernization and new construction projects. He holds California Contractor Licenses, both A & B.

EDUCATION

- » Bachelor of Science, Architecture, National Cheng-Kung University, Taiwan
- » Master of Science, Civil Engineering & Construction Management, Oklahoma State University

LEADERSHIP

- » Specialty Estimating Certificates: Fluor E&C, Inc.

REGISTRATIONS

- » American Society of Professional Estimators

LEVEL OF PARTICIPATION

- » 20%

RELATED PROJECTS

- » Oxnard SD, District-Wide Modifications and New Construction
- » El Rancho USD, El Rancho High School, New Practice Gym and Sitework
- » Los Angeles USD, Monroe Industrial Arts Building
- » Alhambra USD, District-Wide Modifications and New Construction
- » Inglewood USD, District-Wide Modifications and New Construction
- » Beverly Hills USD, District-Wide Modifications and New Construction
- » Goleta USD, District-Wide Modifications and New Construction
- » La Canada USD, District-Wide Modifications and New Construction
- » Santa Monica/Malibu USD, District-Wide Cost Estimating Services
- » Fremont USD, District-Wide Cost Estimating Services
- » San Gabriel USD, District-Wide Modifications and New Construction
- » Fullerton SD, District-Wide Modifications and New Construction
- » La Habra City SD, Walnut Elementary School Modernization
- » Anaheim Union HSD, District-Wide Modifications and New Construction
- » Whittier Union HSD, District-Wide Modifications and New Construction

» Dougherty

McKinna K-5 School
Oxnard School District

Fee with Re-Use

			Fee % Based on Reuse	Fee \$ Based on Reuse
<u>Total Hard Costs</u>	\$ 22,938,456			
<u>Total Non Discounted Fee</u>	\$ 2,293,845			
<u>Discounted Fee</u>	\$ 1,880,954			
<u>Phases</u>				
Project Initiation	2.0%	\$ 45,877	2.0%	\$ 37,619
Program	2.0%	\$ 45,877	2.0%	\$ 37,619
SD	9.0%	\$ 206,446	9.0%	\$ 169,286
DD	14.0%	\$ 321,138	14.0%	\$ 263,333
CD	43.0%	\$ 986,354	43.0%	\$ 808,810
Bid	5.0%	\$ 114,692	5.0%	\$ 94,048
Construction	20.0%	\$ 458,769	20.0%	\$ 376,191
Close Out	5.0%	\$ 114,692	5.0%	\$ 94,048
	100.0%	\$ 2,293,845		\$ 1,880,954
<u>Discount</u>				\$ 412,892

The following disciplines are a part of the basic scope of services:

- » Architecture, Civil, Landscape, Structural, MEP and Cost Estimating as noted below
- » We will assist the District with FF&E while the District prepares the FF&E procurement documents

Project Services beyond Basic Fee Above (Services can be provided as requested as an augmentation)

- » Fire Sprinkler Engineering
- » Site Hydrology
- » Site Storm Water Protection Plan
- » MS4 Water Calculations
- » MWEL0 Landscape Irrigation Calculations
- » Offsite Design and Interface with City including traffic, encroachment and offsite utilities
- » Energy Modeling beyond T24 requirement
- » Wind Studies
- » Acoustical Engineering
- » Food Service Design
- » AV and Technology systems design

Costa Mesa
3194 D'Arpport Loop Drive
Costa Mesa, CA 92626
714.427.0277
info@dougherty.us

Oakland
1904 Franklin Street, Suite 909
Oakland, CA 94612
510.654.2544
www.dougherty.us

DESIGN FORWARD



- » LEED or CHPS Certification (designing to these standards is part of the basic fee)
- » Engineering for Photovoltaic systems
- » Detailed Cost Estimating beyond one design estimate and one DD estimate
- » Building Envelope and Roofing Consultant
- » Breaking Project into multiple DSA applications



Attachment B - Cost Comparison Sheet

McKinna Elementary School		Proposed "Re-use of Plans" Harrington School Oxnard SD							
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space	28,250		2,150	\$ 8,125,440	\$ 9,351,920
Restrooms	74,000	sf	2,200	Classrooms (23)	22,080	sf	400	\$ 900,000	\$ 1,247,400
	2,200	sf	49,765	Restrooms	1,800	sf	5,122		
Subtotal					44,643			\$ 2,350,000	\$ 2,775,000
Allowance for Sitework	8.4	AC			8.1	AC	.3 AC	\$ 25,243,487	\$ 30,998,059
Total Costs								\$ 18,636,604	\$ 22,926,930
Total Hard Costs								\$ 4,901,953	\$ 6,029,783
Total Soft Costs	26%							\$ 771,000	\$ 895,000
FF&E	4%								
Total Contingency	5%							\$ 931,930	\$ 1,146,347

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
(b) Virtually complete floor plan, elevations and sections.
(c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

- (a) Completed site plan.
- (b) Completed floor plans, elevations and sections.
- (c) Architectural details and large blow-ups completed.
- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.

(ii) Structural:

- (a) Structural floor plans and sections with detailing completed.
- (b) Structural calculations completed.

(iii) Mechanical:

- (a) Large scale mechanical details complete.
- (b) Mechanical schedules for equipment completed.
- (c) Completed electrical schematic for environmental cooling and exhaust equipment.
- (d) Complete energy conservation calculations and report.

(iv) Electrical:

- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
- (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.
 - Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.
 - At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
- (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

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FINGERPRINTING
00510
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2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: BRIAN ROYALTY / 9-1-17

Title: Principal

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 9-1-17

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 009 to the McKinna Elementary School Reconstruct Project for an increase of cost for the Work associated with the Project (Penanhoat/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement #17-41 (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency in the amount of Eight Hundred Twenty- Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 009 consists of Six proposals related to the McKinna Elementary School Reconstruction Project. PCO No. 29 is for the addition of audio-visual outlets to the classroom, kindergarten classroom and LRC AV systems. PCO No. 31 is to provide conduit to a future electrical vehicle charging station, as required by California Energy Code. PCO No's. 113 and 114 are credits for HVAC-related contract work that is not required for McKinna Elementary School Reconstruction Project. PCO No. 115 is for the substitution of the air filter in the HVAC fan coil units with a more effective model for the system onsite, and as recommended by the Mechanical Engineer. CCA No. 009 provides for the Board's consideration and approval of six (6) items of work totaling \$35,492.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item.

Upon approval of CCA No. 009, Contractor Contingency funds in the amount of \$548,574.74 will have been utilized to date, and the remaining balance of the Contractor Contingency Allocation sum shall be \$276,260.26.

FISCAL IMPACT:

CCA No. 009 will be a COST to the Contractor Contingency Allocation line item of CSA #17-41 in the amount of Thirty-Five Thousand Four Hundred Ninety-Two Dollars and Zero Cents (\$35,492.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 009, the remaining balance of the Contractor Contingency Allocation will be Two Hundred Seventy-Six Thousand Two Hundred Sixty Dollars and Twenty-Six Cents (\$276,260.26).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 009 to CSA #17-41 with Bernards Bros. Inc. related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 009 \(2 Pages\)](#)
- [CAR No. 029 - AV Drops \(14 Pages\)](#)
- [CAR No. 31RO - EV Charging Infrastructure \(9 Pages\)](#)
- [CAR No. 94 - Reroute Storm Drain \(10 Pages\)](#)
- [CAR No. 113RO - CREDIT - Omit Duct Pressure Testing \(11 Pages\)](#)
- [CAR No. 114RO - CREDIT - Omit Vibration Isolators Branch Controllers \(7 Pages\)](#)
- [CAR No. 115RO - VRF FanCoil Filter Rating \(11 Pages\)](#)
- [Construction Services Agreement #17-41 - Bernards \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: April 1, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 009

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(513,082.74)
ADJUSTED CONTINGENCY SUM	\$	311,752.26
NET CHANGE	\$	(35,492.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(548,574.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 009.....	\$	276,260.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO No.29- AV Drops		\$17,475.00		
2.	PCO No. 31- EV Charging Infrastructure			\$ 8,314.00	
3.	PCO No. 94- Reroute Storm Drain		\$13,874.00		
4.	PCO No. 113- CREDIT- Omit Duct Pressure Testing		(\$9,573.00)		
5.	PCO No. 114- CREDIT- Omit Vibration Isolators Branch Controllers		(\$1,293.00)		
6.	PCO No. 115- VRF Fan coil Filter		\$ 6,695.00		
	TOTAL		\$27,178.00	\$ 8,314.00	

Total Contractor Contingency Allocation Approval No. 009 \$35,492.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 29 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR - 009 - AV Drops

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-17,475
	Subtotal:	-17,475

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	17,475
	Subtotal:	17,475

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #007: AV Adds in Buildings 2, 4 and 5

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, FIELD CHANGE, SCHEDULE IMPACT, LOCATION, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: AV Adds in Buildings 2, 4 and 5

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Our quoted price for the referenced change is stated above.

AV Adds in Buildings 2, 4 and 5

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

Takeoff.pdf

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **2 Apr 2019 13:46:49**

Region: CE 010 AV ADD IN BUIDLINGS 2 4 AND 5

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
0.00									
BUILDING 2									
TITLE	3.00		M		AV BOX W/ PIPE AND PULL STRING	0.0000	0.00	0.0000	0.00
140566	3.00	EA	M	5/8 DI HOLE	1G S-STL TELEPHONE/TV PLATE	1.6675	5.00	0.1200	0.36
160722	3.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	12.24	0.0360	0.11
160573	42.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.78	0.0240	1.01
150275	3.00	EA	M	3-1/2"DEEP 67.3-CI	3G MASONRY-BOX	24.4225	73.27	0.4000	1.20
150285	3.00	EA	M	15.3-CI	3G DEVICE COVER PLASTER RING RAISED 3/4"	18.4501	55.35	0.1500	0.45
160732	3.00	EA	M		FAR SIDE BOX SUPPORT	0.5125	1.54	0.0360	0.11
100080	3.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	2.25	0.0400	0.12
10049	15.00	FT	M	1 1/4	EMT	2.1747	32.62	0.0620	0.93
30139	3.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	5.55	0.2000	0.60
30219	4.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.7511	7.00	0.4000	1.60
630205	3.00	EA	M	1 1/4	EMT 1-PIECE SCREW DOWN STRUT CLAMP	1.4306	4.29	0.0400	0.12
20171	6.00	EA	M	1 1/4	EMT 90-DEG ELBOW	8.7834	52.70	0.3200	1.92
30139	6.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	11.10	0.2000	1.20
500121	18.00	FT	M		PULL LINE (STRING)	0.0204	0.37	0.0026	0.05
0.00									
BUILDING 4 - FLOOR 1									
TITLE	12.00		M		AV BOX W/ PIPE AND PULL STRING	0.0000	0.00	0.0000	0.00
140566	12.00	EA	M	5/8 DI HOLE	1G S-STL TELEPHONE/TV PLATE	1.6675	20.01	0.1200	1.44
160722	12.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	48.97	0.0360	0.43
160573	168.00	EA	M	#10 x 1"	TEK SCREW	0.0185	3.11	0.0240	4.03
150275	12.00	EA	M	3-1/2"DEEP 67.3-CI	3G MASONRY-BOX	24.4225	293.07	0.4000	4.80
150285	12.00	EA	M	15.3-CI	3G DEVICE COVER PLASTER RING RAISED 3/4"	18.4501	221.40	0.1500	1.80
160732	12.00	EA	M		FAR SIDE BOX SUPPORT	0.5125	6.15	0.0360	0.43
100080	12.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	9.00	0.0400	0.48
10049	60.00	FT	M	1 1/4	EMT	2.1747	130.48	0.0620	3.72

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
Web: www.taftelectric.com

Region: CE 010 AV ADD IN BUIDLINGS 2 4 AND 5

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
30139	9.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	16.65	0.2000	1.80
30219	16.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.7511	28.02	0.4000	6.40
630205	9.00	EA	M	1 1/4	EMT 1-PIECE SCREW DOWN STRUT CLAMP	1.4306	12.88	0.0400	0.36
20171	24.00	EA	M	1 1/4	EMT 90-DEG ELBOW	8.7834	210.80	0.3200	7.68
30139	24.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	44.39	0.2000	4.80
500121	69.00	FT	M		PULL LINE (STRING)	0.0204	1.41	0.0026	0.18
	0.00								
	0.00				BUILDING 4 - FLOOR 2				
TITLE	12.00		M		AV BOX W/ PIPE AND PULL STRING	0.0000	0.00	0.0000	0.00
140566	12.00	EA	M	5/8 DI HOLE	1G S-STL TELEPHONE/TV PLATE	1.6675	20.01	0.1200	1.44
160722	12.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	48.97	0.0360	0.43
160573	168.00	EA	M	#10 x 1"	TEK SCREW	0.0185	3.11	0.0240	4.03
150275	12.00	EA	M	3-1/2"DEEP 67.3-CI	3G MASONRY-BOX	24.4225	293.07	0.4000	4.80
150285	12.00	EA	M	15.3-CI	3G DEVICE COVER PLASTER RING RAISED 3/4"	18.4501	221.40	0.1500	1.80
160732	12.00	EA	M		FAR SIDE BOX SUPPORT	0.5125	6.15	0.0360	0.43
100080	12.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	9.00	0.0400	0.48
10049	60.00	FT	M	1 1/4	EMT	2.1747	130.48	0.0620	3.72
30139	9.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	16.65	0.2000	1.80
30219	16.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.7511	28.02	0.4000	6.40
630205	9.00	EA	M	1 1/4	EMT 1-PIECE SCREW DOWN STRUT CLAMP	1.4306	12.88	0.0400	0.36
20171	24.00	EA	M	1 1/4	EMT 90-DEG ELBOW	8.7834	210.80	0.3200	7.68
30139	24.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	44.39	0.2000	4.80
500121	69.00	FT	M		PULL LINE (STRING)	0.0204	1.41	0.0026	0.18
	0.00								
	0.00				BUILDING 5				
TITLE	1.00		M		AV BOX W/ PIPE AND PULL STRING	0.0000	0.00	0.0000	0.00
140566	1.00	EA	M	5/8 DI HOLE	1G S-STL TELEPHONE/TV PLATE	1.6675	1.67	0.1200	0.12
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	4.08	0.0360	0.04
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0240	0.29
160573	4.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.07	0.0240	0.10
150275	1.00	EA	M	3-1/2"DEEP 67.3-CI	3G MASONRY-BOX	24.4225	24.42	0.4000	0.40
150285	1.00	EA	M	15.3-CI	3G DEVICE COVER PLASTER RING RAISED 3/4"	18.4501	18.45	0.1500	0.15
160732	1.00	EA	M		FAR SIDE BOX SUPPORT	0.5125	0.51	0.0360	0.04
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
10049	5.00	FT	M	1 1/4	EMT	2.1747	10.87	0.0620	0.31

Region: CE 010 AV ADD IN BUIDLINGS 2 4 AND 5

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
30139	1.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	1.85	0.2000	0.20
30219	2.00	EA	M	1 1/4	EMT STEEL COMP CONNECTOR	1.7511	3.50	0.4000	0.80
630205	1.00	EA	M	1 1/4	EMT 1-PIECE SCREW DOWN STRUT CLAMP	1.4306	1.43	0.0400	0.04
20171	2.00	EA	M	1 1/4	EMT 90-DEG ELBOW	8.7834	17.57	0.3200	0.64
30139	2.00	EA	M	1 1/4	EMT STEEL-COMP COUPLING	1.8498	3.70	0.2000	0.40
500121	6.00	FT	M		PULL LINE (STRING)	0.0204	0.12	0.0026	0.02
Phase Totals:							2,445.96		90.05
Job Totals:							2,445.96		90.05

PacifiCom

Pacific Coast Sound and Communications
 330 N. Wood Road, Suite L • Camarillo, CA 93010
 (805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
 www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Taft Electric Company

ATTENTION: Matt Gobuty
 Mc Kinna Elementary School Reconstruction

Purchase order # **2281**
 Sales order # **5423**

April 3, 2019

DESCRIPTION:	Request #9 - add secondary AV drops.				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
28	AX104156	Belden	FX Ultra HD 10GX Modular Jack, Category 6	\$13.82	\$386.96
28	AX102655	Belden	KeyConnect Faceplates 2-Port, with ID Wind	\$1.88	\$52.64
3780	10GXS12 Series	Belden	Data Cable	\$0.53	\$2,008.99
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL ADD PRICE					\$2,448.59

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL DEDUCT PRICE					\$0.00

LABOR CHARGES				
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		21	\$75.00	\$1,575.00
TOTAL LABOR PRICE				\$1,575.00

MATERIALS COSTS	ADD	\$2,448.59
	DEDUCT	\$0.00
	TOTAL ADD/DEDUCTS	\$2,448.59
MATERIALS PRICE FOR PROJECT	TOTAL COST OF MATERIALS	\$2,448.59
	TOTAL MARKED UP MATERIALS	\$2,815.88
	SALES TAX	\$218.23
MARK UP AND LABOR COSTS	FREIGHT	\$56.32
	LABOR COST	\$1,575.00
	PROFIT & OVERHEAD LABOR	\$236.25
	TOTAL LABOR	\$1,811.25

TOTAL CHANGE ORDER AMOUNT: \$4,901.68

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: _____
 Glenn Vacca General Manager
 Taft Electric Company

This proposal may be withdrawn by us if not accepted within 15 days.

DATE: _____

CONTRACTOR
 Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to all agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.

PROPOSAL REQUEST

McKinna Elementary School

Number

09

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 03.26.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Secondary AV Drop Locations

Provide secondary teacher's station AV drops per the attached revised plans.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

E101, E502, E503, E505, E506

**Lead
Signature**



Kevin Griendling, AIA
Perkins Eastman Dougherty

ELECTRICAL SYMBOLS

Table of electrical symbols including lighting fixtures, junction boxes, receptacles, switches, and outlets with their respective descriptions and specifications.

ELECTRICAL SYMBOLS CONT.

Continuation of electrical symbols table, including cable trays, conduits, and various types of switches and meters.

CABLE TYPE

Table defining cable types such as 'S' cable, 'SW' cable, 'SC' cable, 'A' cable, 'AW' cable, 'B' cable, 'BW' cable, 'VC' cable, 'T' cable, 'TW' cable, 'D' cable, 'DW' cable, 'C' cable, 'DF' cable, 'DFC' cable, 'T25' cable, 'T6' cable, and 'M' cable.

PA/IC, SPEAKER CABLE & WIRING

Table detailing PA/IC and speaker cable wiring specifications, including conduit sizes and cable counts for various configurations.

COMPUTER DATA/TELEPHONE CABLE & WIRING

Table detailing computer data and telephone cable wiring specifications, including conduit sizes and cable counts for different data rates and applications.

SECURITY CABLE AND WIRING

Table detailing security cable and wiring specifications, including conduit sizes and cable counts for various security systems.

TELEPHONE CABLE AND WIRING

Table detailing telephone cable and wiring specifications, including conduit sizes and cable counts for different telephone services.

CLOCK CABLE AND WIRING

Table detailing clock cable and wiring specifications, including conduit sizes and cable counts for clock systems.

CODES, STANDARDS & GUIDES

Table listing applicable codes, standards, and guides, including NFPA, California Building Code, and other regulatory references.

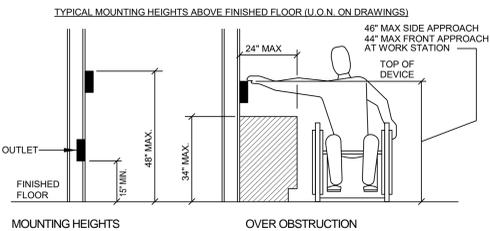


Table detailing mounting heights for various electrical components, including outlets, switches, and fire alarm pull stations.

ELECTRICAL EQUIPMENT BRACING & ANCHORAGE

- List of requirements for electrical equipment bracing and anchorage, including seismic restraints and field installation details.

SCOPE OF WORK
1. INSTALLATION OF POWER, LIGHTING AND LOW VOLTAGE SYSTEMS TO NEW SCHOOL BUILDINGS.



PACIFIC ENGINEERS GROUP
2720 W. Mariposa Blvd., Suite 205
Burbank, CA 91005
(618) 748-1758
FAX: (618) 748-9160 TTY: 7024

MCKINNA ELEMENTARY SCHOOL
RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

Table with project details: JOB 21710.00, SCALE AS NOTED, PM DM, DATE 3/15/2018, 36 PR_09 03/25/19.



IDENTIFICATION STAMP
DIVISION OF REGULATION CT SERVICES
FILE NO: 56-22
AR: 03-118371
AC FLS SS
DATE



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E101

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATA/TEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 407, 408, 409, 410, 411 & 412 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 401, 402, 403, 404, 405 & 406 TO IDF-4B.
- 7 PROVIDE (2)1/2" FROM IDF-4B TO ACCESSIBLE CEILING SPACE FOR SIGNAL WIRING.
- 8 (6)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 9 PROVIDE (1)IDFO & 1" ORANGE INNERDUCT FROM IDF-4B TO DATA FROM 418 FOR DATA FIBER FEED. SEE DATA RISER DIAGRAMS. MOUNT IDF AT +27" AFF MAXIMUM TO COMPLY WITH ADA.
- 10 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1/2/108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTE #5 & 6.
- 11 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
- 12 STUB UP CONDUIT TO ACCESSIBLE CEILING.



PACIFIC ENGINEERS GROUP
 2240 W. Mariposa Blvd., Suite 205
 Burbank, CA 91505
 (818) 748-1758
 FAX: (818) 748-9160 TTY: 204

MCKINA ELEMENTARY SCHOOL
 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET
 OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
28. CCD5	02/13/19
38. PR_09	03/25/19

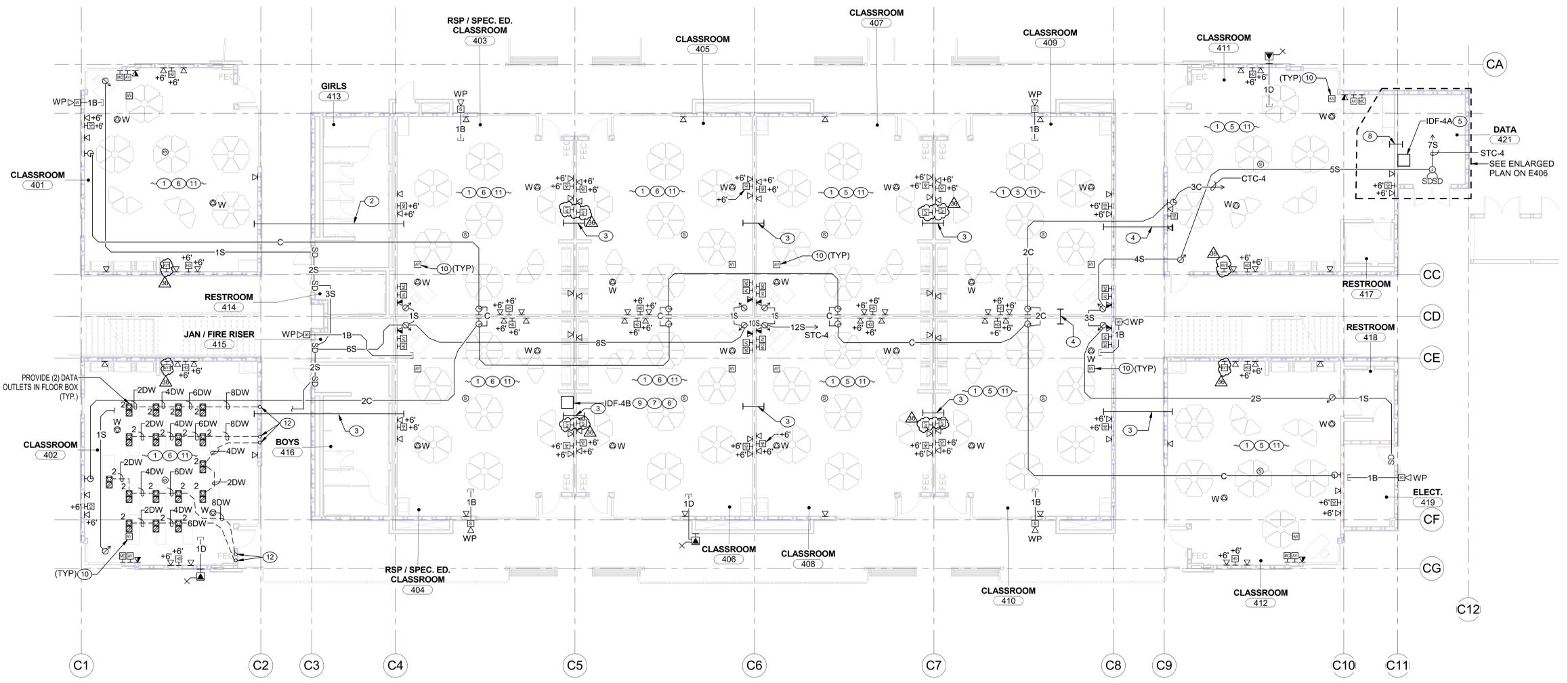
BUILDING 4 - FIRST FLOOR
 SIGNAL PLAN

IDENTIFICATION STAMP	
DIVISION OF REGULATION CT SERVICES	
FILE NO:	56-22
AI:	03-118371
AC:	FLS SS
DATE:	



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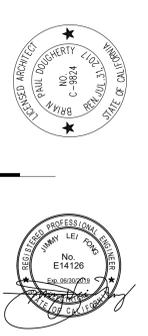
E502



BUILDING 4 - FIRST FLOOR SIGNAL PLAN A10
 1/8" = 1'-0"

KEYED NOTES

- 1 RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATATEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 (3)3" C SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 5 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 437, 438, 439, 440, 441 & 442 TO IDF-4A.
- 6 HOMERUN DATA, TELEPHONE AND PA CABLES FROM CLASSROOMS 431, 432, 433, 434, 435 & 436 TO IDF-4B.
- 7 PROVIDE (3)3" CONDUIT FROM 2ND FLOOR ACCESSIBLE CEILING DOWN TO 1ST FLOOR ACCESSIBLE CEILING FOR DATA/TEL/PA WIRING.
- 8 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH AT CEILING. SEE DETAILS 1.2/E108. PROVIDE (1)D CABLE TO BUILDING IDF. SEE KEYED NOTES #5 & 6.
- 9 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.



PACIFIC ENGINEERS GROUP
 2740 W. Mariposa Blvd., Suite 205
 Burbank, CA 91505
 (818) 748-1758
 FAX: (818) 763-9160 TTY: 204

MCKINNA ELEMENTARY SCHOOL
 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET
 OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
28. CCD5	02/13/19
38. PR_09	03/25/19

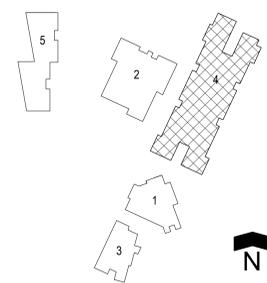
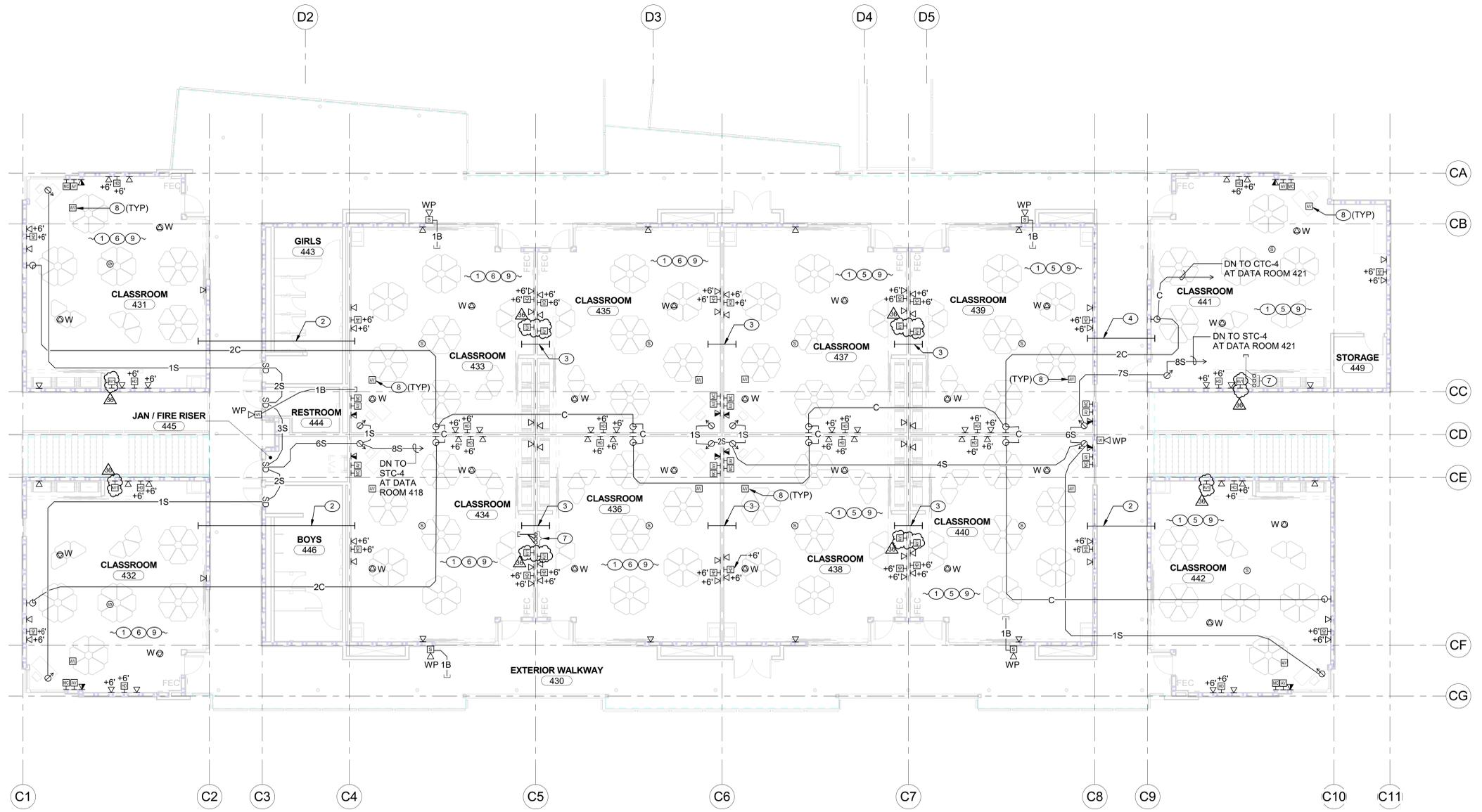
BUILDING 4 - SECOND FLOOR
 SIGNAL PLAN

IDENTIFICATION STAMP	
DIVISION OF REGULATION CT SERVICES	
FILE NO:	56-22
AR:	03-118371
AC:	FLS SS
DATE:	

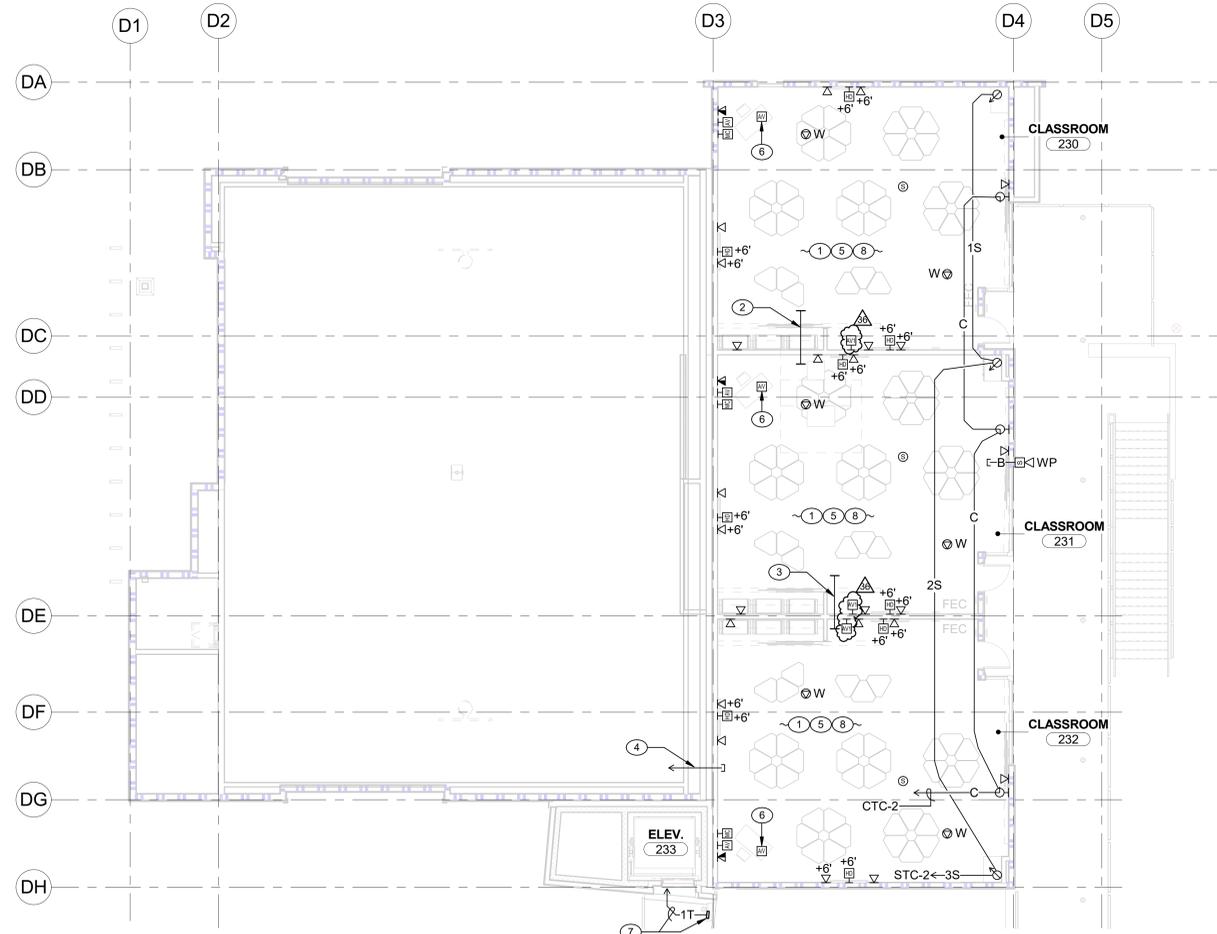


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E503



BUILDING 4 - SECOND FLOOR SIGNAL PLAN A10
 1/8" = 1'-0"

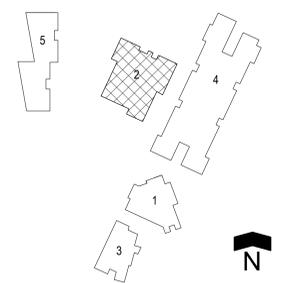


- KEYED NOTES**
- 1 RUN DATA/TELEPHONE, AV, AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUIT SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATATEL OUTLETS AND SPEAKERS AND HOME RUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
 - 2 (3)1" CONDUIT SLEEVE FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
 - 3 (3)2" CONDUIT SLEEVE FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
 - 4 PROVIDE (2)2"C FROM ACCESSIBLE CEILING OF CR 232 TO IDF-2 IN ELEC. ROOM 214 FOR SIGNAL WIRING.
 - 5 HOMERUN DATA, TELEPHONE, AND PA CABLES TO IDF-2 IN ROOM 244.
 - 6 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH IN CEILING. SEE DETAILS 1,2/E108. PROVIDE (1)D CABLE TO BUILDING IDF.
 - 7 REMOTE CALL BOX STATION FOR TWO WAY COMMUNICATION SYSTEM WITH SPEAKER AND CALL BUTTON. SEE DETAIL 3/E108. PROVIDE (1)T CABLE TO TTC-2 AT ELEC. ROOM 214.
 - 8 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.

PACIFIC ENGINEERS GROUP
 2740 W. Mariposa Blvd., Suite 205
 Burbank, CA 91505
 (818) 748-1758
 FAX: (818) 763-9160 1117-2024

MCKINNA ELEMENTARY SCHOOL
 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET
 OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
36 PR_09	03/25/19

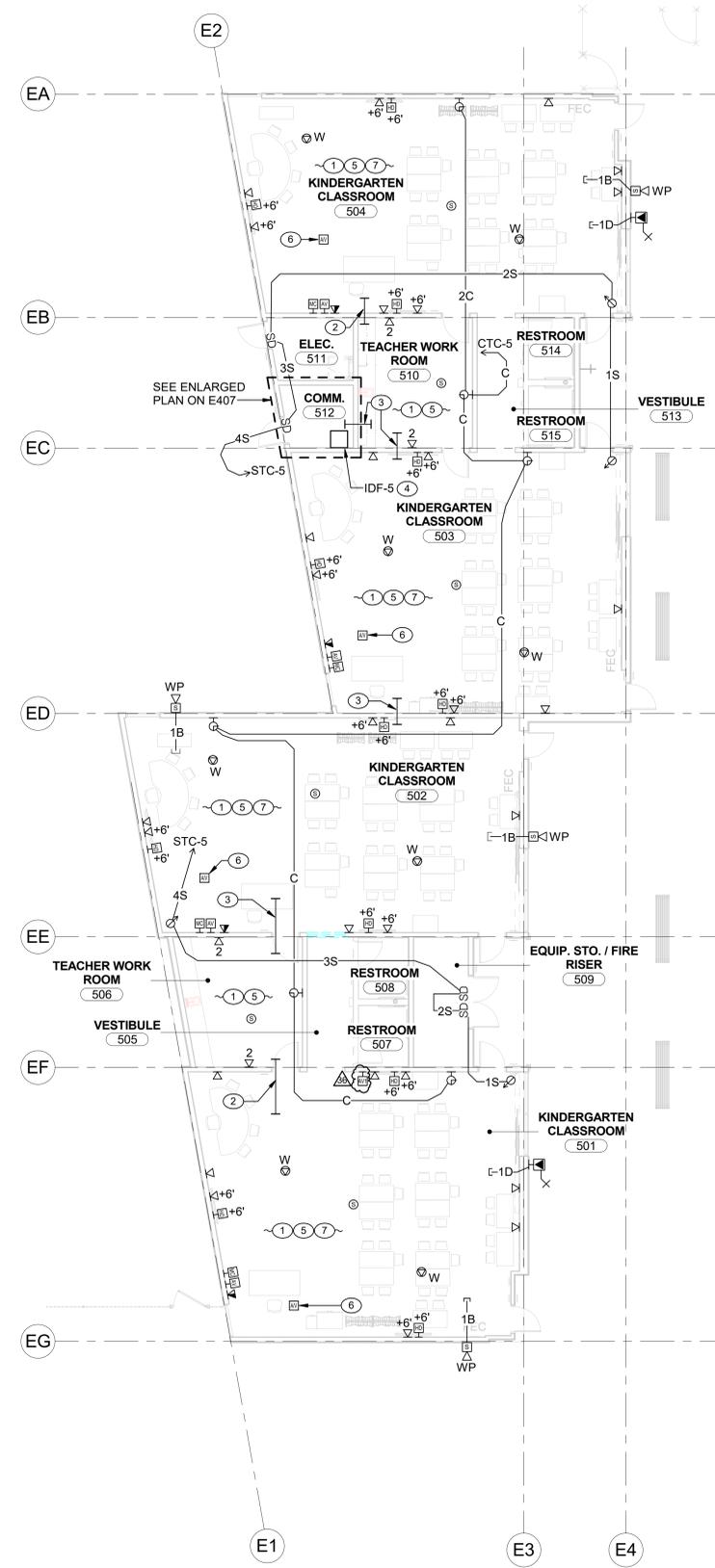


IDENTIFICATION STAMP
 DIVISION OF REGULATION CT
 SERVICES
 FILE NO: 56-22
 A#: 03-118371
 AC _____ FLS _____ SS _____
 DATE _____



COSTA MESA OAKLAND
 www.dougherty.us

E505



KEYED NOTES

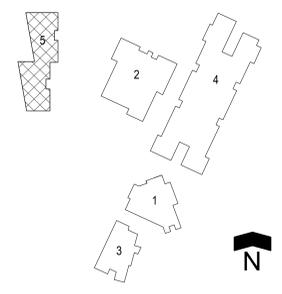
- 1 RUN DATA/TELEPHONE, AV, AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUIT SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT. PROVIDE METAL WIRE MANGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATA/TEL OUTLETS AND SPEAKERS AND HOME RUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
- 2 (3)1" CONDUIT SLEEVE FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 3 (3)2" CONDUIT SLEEVE FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
- 4 PROVIDE (2)2-1/2"FC FROM IDF-5 TO ACCESSIBLE CEILING SPACE FOR SIGNAL WIRING.
- 5 HOMERUN DATA, TELEPHONE, AND PA CABLES TO IDF-5.
- 6 AUDIO/VIDEO ENCLOSURE CABINET. MOUNT FLUSH IN CEILING. SEE DETAILS 1.2/E108. PROVIDE (1)D CABLE TO BUILDING IDF.
- 7 PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CLASSROOM. PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.



PACIFIC ENGINEERS GROUP
 2700 W. Mariposa Blvd., Suite 205
 Burbank, CA 91505
 (818) 748-1758
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MCKINNA ELEMENTARY SCHOOL
 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 1611 SOUTH J STREET
 OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
34 ASI_015	03/20/19
38 PR_09	03/25/19



IDENTIFICATION STAMP
 DIVISION OF REGULATION CT
 SERVICES

FILE NO: 56-22
 A#: 03-118371

AC _____ FLS _____ SS _____
 DATE _____



BUILDING 5 - SIGNAL PLAN A10
 1/8" = 1'-0"



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E506



CONTINGENCY ALLOCATION REQUEST

CAR No. 31 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR - 017 - EV Charging Station

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-8,314
	Subtotal:	-8,314

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	8,314
	Subtotal:	8,314
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #012: EV Charging Infrastructure Per PR 17 - R1

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, FIELD CHANGE, SCHEDULE IMPACT, LOCATION, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: EV Charging Infrastructure Per PR 17 - R1

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Our quoted price for the referenced change is stated above.

EV Charging Infrastructure Per PR 17

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.
Any Wire, Terminations, Breakers
Any Comm/data, Wire, Commissioning
EV charger and Installation, Commissioning

ATTACHMENTS:

TEC COR 012 EV Charging Infrastructure.pdf

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna ES JOB# 2281 TEC CR#: _____
 CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$0.00
FOREMAN	1.00	\$89.55
JOURNEYMAN	2.00	\$83.60
APPRENTICE	1.00	\$75.71
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$74.93
FOREMAN	0.00	\$69.80
JOURNEYMAN	0.00	\$64.65
APPRENTICE	0.00	\$53.56
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$87.83
FOREMAN	0.00	\$92.70
JOURNEYMAN	0.00	\$85.40
APPRENTICE	0.00	\$74.65
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	\$109.30
FOREMAN	0.00	\$115.60
JOURNEYMAN	0.00	\$106.15
APPRENTICE	0.00	\$89.95
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
	0.00	\$0.00
COMPOSITE RATE		\$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR



Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **28 May 2019 14:31:48**

Region: CE 016 EV CHARGING INFRASTRUCTURE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10048	200.00	FT	M	1	EMT	1.3786	275.71	0.0550	11.00
30138	20.00	EA	M	1	EMT STEEL-COMP COUPLING	1.0734	21.47	0.1600	3.20
30218	4.00	EA	M	1	EMT STEEL COMP CONNECTOR	0.8766	3.51	0.3500	1.40
160804	30.00	EA	M	1	EMT 1-HOLE STEEL STRAP	0.7533	22.60	0.0425	1.28
30554	1.00	EA	M	1	EMT LB CONDUIT BODY	20.8471	20.85	0.7500	0.75
20190	6.00	EA	M	1	EMT FIELD BEND	0.0000	0.00	0.3840	2.30
10059	10.00	FT	M	1	PVC SCH 40	0.4228	4.23	0.0525	0.53
30288	2.00	EA	M	1	PVC MALE ADAPTER	0.4158	0.83	0.1800	0.36
30300	2.00	EA	M	1	PVC FEMALE ADAPTER	0.4669	0.93	0.1800	0.36
10002	10.00	FT	M	1	GRC	3.6670	36.67	0.0700	0.70
30002	2.00	EA	M	1	GRC COUPLING	3.5640	7.13	0.2000	0.40
10003	20.00	FT	M	1 1/4	GRC	5.3161	106.32	0.0800	1.60
20109	2.00	EA	M	1 1/4	GRC 90-DEG ELBOW	17.3660	34.73	0.6000	1.20
30301	2.00	EA	M	1 1/4	PVC FEMALE ADAPTER	0.5472	1.09	0.2000	0.40
10003	10.00	FT	M	1 1/4	GRC	5.3161	53.16	0.0800	0.80
10213	2.00	EA	M	1 1/4	CONDUIT CUT & THREAD	0.0000	0.00	0.4500	0.90
30003	2.00	EA	M	1 1/4	GRC COUPLING	5.3567	10.71	0.2300	0.46
40210	2.00	EA	M	1 1/4	GRD BUSHING INSULATED	10.1690	20.34	0.3500	0.70
30358	1.00	EA	M	1 1/4	GRC LB CONDUIT BODY	24.5839	24.58	1.0000	1.00
10060	10.00	FT	M	1 1/4	PVC SCH 40	0.6407	6.41	0.0600	0.60
10049	200.00	FT	M	1 1/4	EMT	2.1747	434.93	0.0620	12.40
20171	3.00	EA	M	1 1/4	EMT 90-DEG ELBOW	8.7834	26.35	0.3200	0.96
160825	30.00	EA	M	1 1/4	EMT 2-HOLE STEEL STRAP	0.9857	29.57	0.0500	1.50
30129	21.00	EA	M	1 1/4	EMT STEEL-SS COUPLING	1.2479	26.21	0.0800	1.68
30199	6.00	EA	M	1 1/4	EMT STEEL SS CONNECTOR	1.1137	6.68	0.1600	0.96
500156	5.00	EA	M	1 1/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.6000	3.00
300020	1.00	EA	M	6 x 6	WIREWAY 4 FT N3R RAIN-TITE	244.0272	244.03	0.6000	0.60

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
Web: www.taftelectric.com

370

Region: CE 016 EV CHARGING INFRASTRUCTURE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	2.00		M	2-1/8 DEEP	BOX 5S BLANK	0.0000	0.00	0.0000	0.00
150120	2.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.6437	11.29	0.3000	0.60
160723	2.00	EA	M	24"	T-BAR BOX HANGER	4.5342	9.07	0.0360	0.07
150151	2.00	EA	M		4-11/16" BLANK CVR	0.8293	1.66	0.0800	0.16
160573	12.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.22	0.0240	0.29
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	1.50	0.0400	0.08
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0390	0.04
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.26	0.0325	0.07
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.10
40031	1.00	EA	M	PINT	PVC (GLUE) CEMENT	7.2653	7.27	0.0250	0.03
390075	15.00	FT	M	12W x 18D	HAND TRENCHING SAND	0.0000	0.00	0.6600	9.90
10	10.00	YR	M	10	10 YARDS CONCRETE ENCASEMENT	0.9500	9.50	0.2500	2.50
Phase Totals:						1,459.95	64.86		
Job Totals:						1,459.95	64.86		

PROPOSAL REQUEST

McKinna Elementary School

Number

17

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 05.14.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: EV Charging Infrastructure

See attached revised plans for accommodations for Cal Green required future EV charging stations. Includes conduit and striping.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

A006 and E201

**Lead
Signature**



Kevin Griendling, AIA
Perkins Eastman Dougherty



PACIFIC ENGINEERS GROUP
2200 W. Alameda Blvd., Suite 200
Oakland, CA 94612
TEL: (916) 764-1100
FAX: (916) 764-1100

MCKINNA ELEMENTARY SCHOOL
RECONSTRUCTION
OXFORD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PH	DM
DATE	3/15/2018
CC03	10/12/18
CC05	02/13/19
PR 17	5/14/19

ELECTRICAL SITE PLAN

COSTA MESA, CA OAKLAND
www.dougherty.us

E201

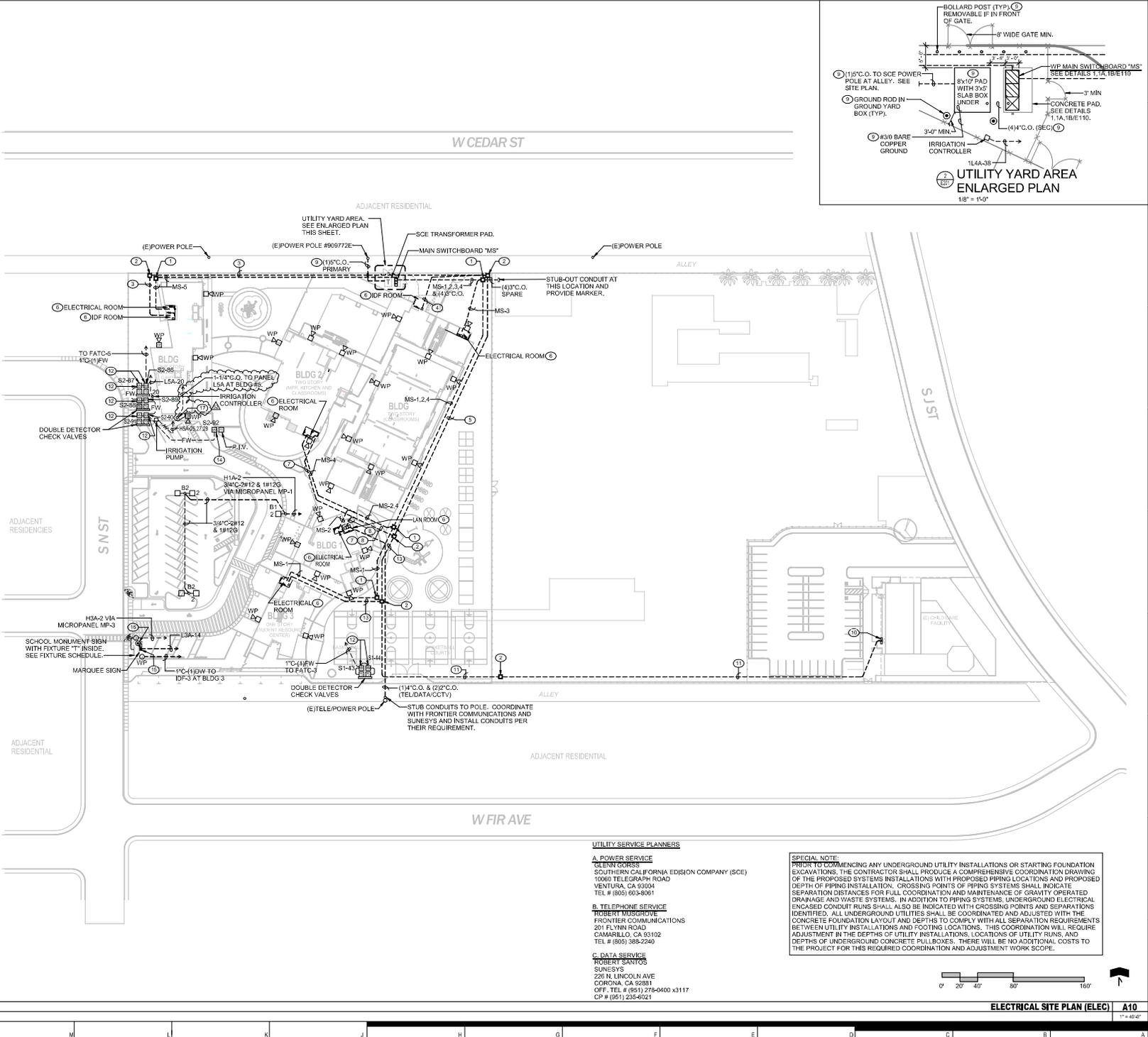
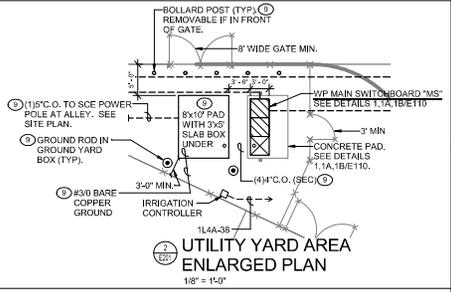
KEYED NOTES

- 1 2x4x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
- 2 4x4x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "SIGNAL". SEE DETAIL 9/E110.
- 3 2"C. (1)DFO (DATA); 2"C. (1)FW, (1)N, (1)V (FA); 2"C. (1)SC (SEC); 2"C.O. (EMS); 2"C-2(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 4 2"C. (2)DFO (DATA); 2"C. (2)FW, (2)N, (2)V (FA); 2"C. (2)SC (SEC); 2"C.O. (EMS); 2"C-1(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 5 2"C. (3)DFO (DATA); 2"C. (3)FW, (3)N, (3)V (FA); 2"C. (3)SC (SEC); 2"C.O. (EMS); 2"C-1(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 6 TERMINATE CONDUITS TO RESPECTIVE CABINETS, PANELS OR HEADEND EQUIPMENT INSIDE ELECTRIC ROOM AND/OR IDF PLAN ROOM. SEE ENLARGED PLANS ON E405 & E407.
- 7 2"C. (1)DFO (DATA); 2"C. (1)TS (TEL); 2"C. (1)SC (SEC); 2"C.O. (EMS); 2"C-2(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 8 4"C. (5)DFO (DATA); 2"C. (1)TS (TEL); 2"C. (3)SC (SEC); 2"C.O. (EMS); 2"C-2(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 9 COORDINATE WITH SCE AND INSTALL CONDUITS STRIKE AND/OR LOCATION OF EQUIPMENT PER SCE REQUIREMENT.
- 10 WP 24"x24"x8"D SIGNAL PULLBOX; WP 18"x18"x8"D PULLBOX (FA).
- 11 (6) 2"C.O. SPARES FOR FUTURE SIGNAL SYSTEMS.
- 12 PROVIDE MONITOR MODULES AND CONNECT TO EDCV/TAMPER SWITCHES. SEE CIVIL DRAWINGS FOR EXACT LOCATION OF EDCV.
- 13 2"C. (1)DFO (DATA); 2"C. (1)FW, (1)N, (1)V (FA); 2"C. (1)SC (SEC); 2"C.O. (EMS); 2"C-1(D)W (LTG CONTROL); (1)2"C.O. SPARE.
- 14 PROVIDE CONTROL MONITOR MODULE AND CONNECT TO TAMPER SWITCH OF F.I.V.
- 15 30A-2P (1P-SPARE) 250V WP DISCONNECT SWITCH. MOUNT ON POST AT 48"0" MIN AFG.
- 16 PROVIDE GROUND ROD IN GROUND YARD BOX. SEE DETAIL 7/E110. PROVIDE 3/4" -1/8" AND CONNECT TO MARQUEE SIGN.
- 17 COORDINATE STRIKE AND/OR LOCATION OF CONDUIT FOR FUTURE ELECTRIC VEHICLE CHARGING STATION WITH ARCHITECT OR DISTRICT PRIOR TO ROUGH-IN AND INSTALLATION. STUB CONDUIT 12" AFG AND PROVIDE END CAP.

GENERAL NOTES

- 1 UNDERGROUND POWER & SIGNAL CONDUITS DUCTBANK SHOWN ON THIS SITE PLAN SHALL BE 2" MIN. BELOW FINISH GRADE. SEE "CONDUIT DUCT BANK" DETAIL 3/E111 FOR CONDUIT INSTALLATION.
- 2 RUN UNDERGROUND CONDUITS BELOW BUILDING FOUNDATION.
- 3 UNDERGROUND CONDUITS SHALL BE 12" AWAY FROM ANY OTHER UNDERGROUND UTILITY CONDUITS, i.e. GAS, SEWER, WATER, ETC.
- 4 UNDERGROUND CABLES INSTALLED IN UNDERGROUND CONDUITS SHALL BE-WET LOCATION TYPE CABLES.
- 5 SEE ONE LINE DIAGRAM ON SHEET FOR FEEDER SIZE CORRESPONDING TO FEEDER DESIGNATION SHOWN ON THIS SITE PLAN

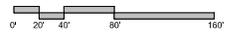
DESIGNATION SHEET OFFICE OF REGULATION & CERTIFICATION			
FILE NO.	5522	DATE	02-11-2017
AC	F15	SS	
DATE			



UTILITY SERVICE PLANNERS

- A. POWER SERVICE**
GLENN GORSS
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8081
- B. TELEPHONE SERVICE**
ROBERT MUSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 369-2240
- C. DATA SERVICE**
ROBERT SANTOS
SUNESYS
225 N LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
CP # (951) 238-4021

SPECIAL NOTE
PRIOR TO COMMENCING ANY UNDERGROUND UTILITY INSTALLATIONS OR STARTING FOUNDATION EXCAVATIONS, THE CONTRACTOR SHALL PRODUCE A COMPREHENSIVE COORDINATION DRAWING OF THE PROPOSED SYSTEMS INSTALLATIONS WITH PROPOSED PIPING LOCATIONS AND PROPOSED DEPTH OF PIPING INSTALLATION. CROSSING POINTS OF PIPING SYSTEMS SHALL INDICATE SEPARATION DISTANCES FOR FULL COORDINATION AND MAINTENANCE OF GRAVITY OPERATED DRAINAGE AND WASTE SYSTEMS. IN ADDITION TO PIPING SYSTEMS, UNDERGROUND ELECTRICAL ENCASED CONDUIT RUNS SHALL ALSO BE INDICATED WITH CROSSING POINTS AND SEPARATIONS IDENTIFIED. ALL UNDERGROUND UTILITIES SHALL BE COORDINATED AND ADJUSTED WITH THE CONCRETE FOUNDATION LAYOUT AND DEPTHS TO COMPLY WITH ALL SEPARATION REQUIREMENTS BETWEEN UTILITY INSTALLATIONS AND FOOTING LOCATIONS. THIS COORDINATION WILL REQUIRE ADJUSTMENT IN THE DEPTHS OF UTILITY INSTALLATIONS. LOCATIONS OF UTILITY RUNS, AND DEPTHS OF UNDERGROUND CONCRETE PULLBOXES, THERE WILL BE NO ADDITIONAL COSTS TO THE PROJECT FOR THIS REQUIRED COORDINATION AND ADJUSTMENT WORK SCOPE.



ELECTRICAL SITE PLAN (ELEC) A10
1" = 40'0"



CONTINGENCY ALLOCATION REQUEST

CAR No. 94 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 345 - Storm drain re-route

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-13,874
	Subtotal:	-13,874

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	13,874
	Subtotal:	13,874
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



3100 E. Belle Terrace
 Bakersfield, CA 93307
 661-397-2121
 Fax 661-396-2589

CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NO: 2
 REQUEST DATE: 09/16/2019
 REQUESTED BY:
 CUSTOMER REF #: RFI 345

TO: Bernards
 555 First St.
 San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2438 McKinna ES Reconstruction Site Utilities
 1611 South J Street
 Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
Reroute SD line	13,874.00

Remarks
 Revised to reflect correct labor rates.

Per RFI 345. Work done on T&M as directed by Bernards.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner. ***Requested Amount of Change*** **\$13,874.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer	Date _____	HPS Mechanical, Inc.	Date <u>01/28/2020</u>
By (Print) _____		By (Print) <u>Jay Buenviaje</u>	
Signature _____		Signature	
Title _____		Title <u>P.M.</u>	



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing CLASSIFICATION: Operating Engineer G-8 - 6.24.19 thru 6.30.20

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 48.19	\$ 72.29	\$ 96.38	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 11.45	\$ 11.45	\$ 11.45	
Pension ¹		\$ 10.65	\$ 10.65	\$ 10.65	
Vacation/Holiday		\$ 3.55	\$ 3.55	\$ 3.55	
Training/Certification ¹		\$ 1.00	\$ 1.00	\$ 1.00	
Other		\$ 0.39	\$ 0.39	\$ 0.39	
Fringe Benefits Subtotal		\$ 27.04	\$ 27.04	\$ 27.04	
Total PW Hourly Rate		\$ 75.23	\$ 99.33	\$ 123.42	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	
Medicare	0.0145	\$ 0.70	\$ 1.05	\$ 1.40	
FUTA	0.0270	\$ 1.30	\$ 1.95	\$ 2.60	
SUTA	0.0620	\$ 2.99	\$ 4.48	\$ 5.98	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.65	\$ 4.65	\$ 4.65	Usually less than 11%; can request policy.
Burden Subtotal		\$ 12.63	\$ 16.61	\$ 20.60	
Contractor Liability Insurance	0.0500	\$ 2.41	\$ 2.41	\$ 2.41	
Subsistenc		\$ 3.75	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 94.02	\$ 118.35	\$ 146.43	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.

(print name)

Signature:



HOURLY LABOR RATE WORKSHEET

PROJECT NAME	McKinna ES Recon. Site Utilities	PROJECT NO.	2438
CONTRACTOR	Bernards	CONTRACT NO.	
SUBCONTRACTOR	HPS Mechanical, Inc.	DATE	9/13/2019

TRADE: Plumbing	CLASSIFICATION: Plumber - 9.1.19 thru 9.1.20
-----------------	--

Item	Rate Per \$100	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 51.38	\$ 77.07	\$ 102.76	Use certified payroll to verify.
Fringe Benefits:					
Health/Welfare ¹		\$ 9.16	\$ 9.16	\$ 9.16	
Pension ¹		\$ 12.25	\$ 12.25	\$ 12.25	
Vacation/Holiday		\$ -		\$ -	
Training/Certification ¹		\$ 2.25	\$ 2.25	\$ 2.25	
Other		\$ 1.27	\$ 1.27	\$ 1.27	
Fringe Benefits Subtotal		\$ 24.93	\$ 24.93	\$ 24.93	
Total PW Hourly Rate		\$ 76.31	\$ 102.00	\$ 127.69	= Base Labor Rate + Fring Benefits
Burden: Taxes & Insurance ²					
FICA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	
Medicare	0.0145	\$ 0.75	\$ 1.12	\$ 1.49	
FUTA	0.0270	\$ 1.39	\$ 2.08	\$ 2.77	
SUTA	0.0620	\$ 3.19	\$ 4.78	\$ 6.37	Maximum - 0.062.
Workers Compensation 1	0.0965	\$ 4.96	\$ 4.96	\$ 4.96	Usually less than 11%; can request policy.
Burden Subtotal		\$ 13.46	\$ 17.71	\$ 21.96	
Contractor Liability Insurance	0.0500	\$ 2.57	\$ 2.57	\$ 2.57	
Subsistence		\$ -	\$ -	\$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		\$ -	\$ -	\$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 92.34	\$ 122.28	\$ 152.22	= Amount Contractor paid to employee

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz Company Name: HPS Mechanical, Inc.
(print name)

Signature: _____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 345

Project: McKinna Elementary School Reconstruction

Date: 07-31-19

Discipline: Civil

Subject: Clarification on Storm Drain invert

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Due to elevation clash with electrical duct bank, a segment of 12" storm drain will need to be re-routed to pass underneath the duct bank. Please see the attached sketch and advise if this is acceptable. This will have a cost impact.

ANSWER

The relocation is acceptable if it is desired to shift the storm drain rather than the Electrical
Ensure minimum slopes are maintained.

Scott Uhles, Delane, 08-09-2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	8/9/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jay Buenviaje - HPS Mechanical Inc - Author Number:

Submitted By: Arvind Balaji - Bernards



3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

REQUEST FOR INFORMATION
RFI #: 29

Date of Request: 08/01/2019
Prepared By: Ricardo Angeles Jr.
Answer Required By: 08/07/2019

Submitted To: Mitch Michaelis
Bernards
555 First St.
San Fernando CA 91340

Project: 2439 McKinna ES Reconstruction Plumbing
1611 South J Street
Oxnard CA 93033

Ph: 818 898-1521 Fax: 818 361-9208

Contract #:

Subject: Storm Drain Re-Route

Co-Author(Subcontractor):

- Potential Change in Project Schedule
- May Require a Change Order
- Requires a Change of Plans/Specs
- There may be a Cost Impact
- OSHPD Review Required

Specification Section(s):

Plan Reference(s): C101r2; C103r2

Information Requested:

Due to elevation clash with electrical duct bank, the 12" storm drain will need to be re-routed. HPS pothole several locations and the closest that we can re-route the storm drain is per attached plan. Please confirm if acceptable. This will have a cost impact.

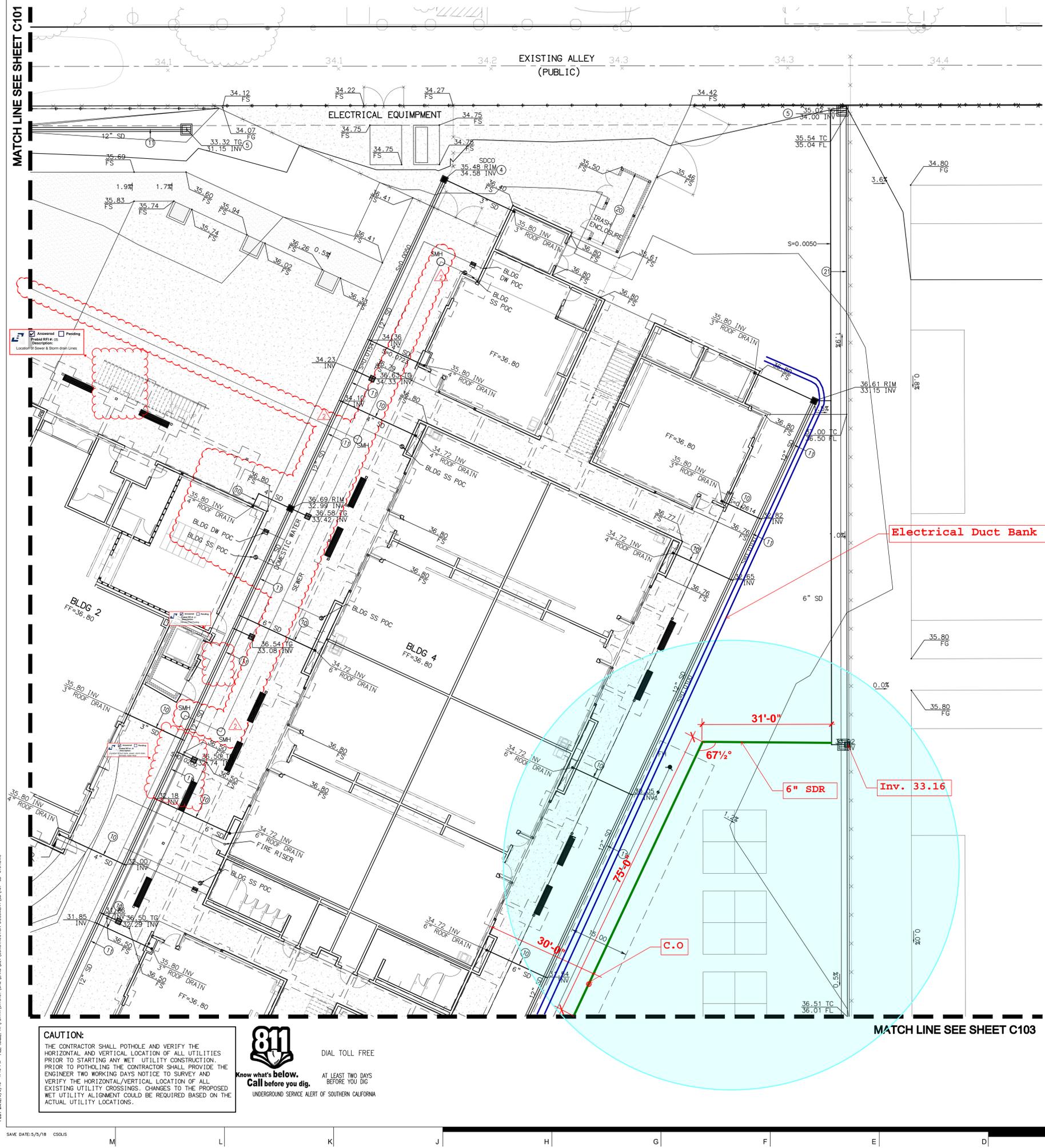
By: jun angeles
Originator's Signature

Date: 8-1-2019

Response:

By: _____
Signature

Date: _____



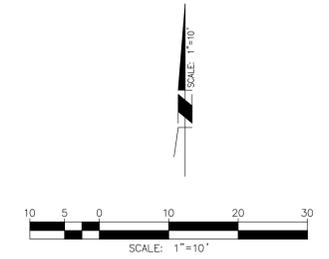
- CONSTRUCTION NOTES**
- ④ INSTALL 12"x12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
 - ⑤ INSTALL 12"x12" ADA ACCESSIBLE GRATED INLET; TRAFFIC RATED (H-20)
 - ⑩ INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
 - ⑪ INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN. SIZE= SEE PLAN
 - ⑫ CONSTRUCT TRASH ENCLOSURE PER ARCHITECTURAL PLANS. TRASH ENCLOSURE SHALL COMPLY WITH MINIMUM DIMENSIONS PER CITY OF OXNARD STD PLATE 606
 - ⑬ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111. A3-6

Electrical Duct Bank

6" SDR

Inv. 33.16

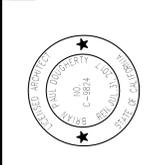
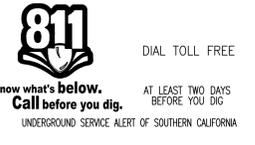
C.O.



IDENTIFICATION STAMP
 DW. OF THE STATE ARCHITECT
 SERVICES

FILE NO: _____
 AF: _____
 AC: _____ PLS: _____ SS: _____
 DATE: _____

CAUTION:
 THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLES THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.



MckINNA ES
 OXNARD SCHOOL DISTRICT
 1611 S. J STREET, OXNARD, CA 93030

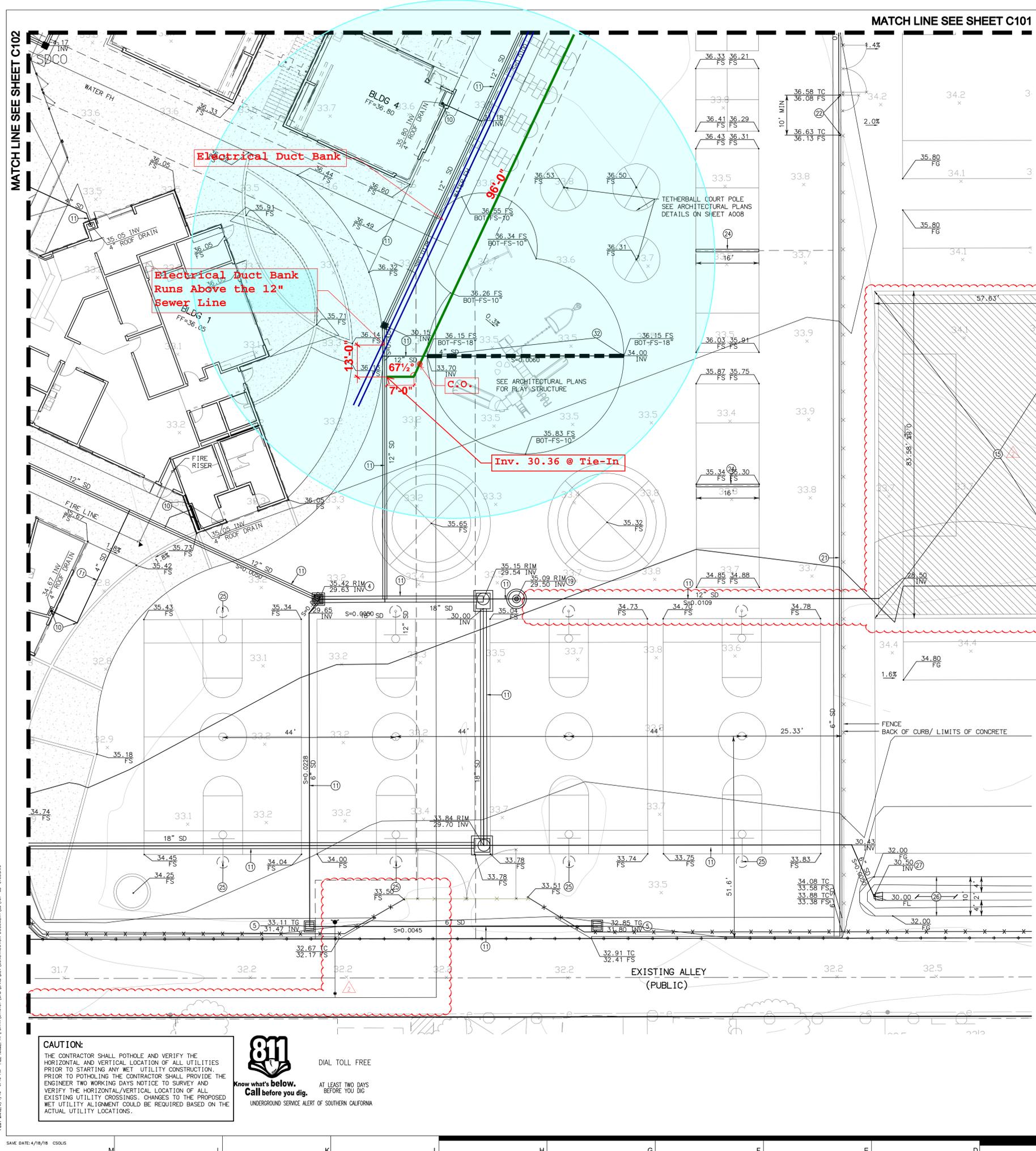
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SCALE	1"=20'
PM	SU
DATE	5/7/18
	4/16/18
	5/7/18

CIVIL - CONSTRUCTION DOCUMENTS
 GRADING & DRAINAGE PLANS



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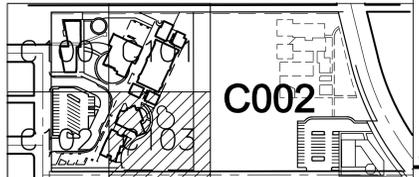
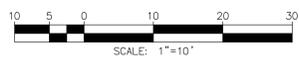
C101r2



MATCH LINE SEE SHEET C101

CONSTRUCTION NOTES

- ④ INSTALL 12"x12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
- ⑤ INSTALL 12"x12" ADA ACCESSIBLE GRATED INLET; TRAFFIC RATED (H-20)
- ⑩ INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
- ⑪ INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
- ⑬ CONSTRUCT BELOW GRADE INFILTRATION BASIN: CONCRETE MODULAR STORMWATER STORAGE UNITS, SEE SHEETS C201 & C202
- ⑰ INSTALL INFILTRATION BMP PRE-TREATMENT DEVICE, A HYDRODYNAMIC SEPARATOR: CDS MODEL 2015-4
- ⑲ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑳ CONSTRUCT 0" CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1, CF=0"
- ㉑ CONSTRUCT BALL WALL: REINFORCED CONCRETE BLOCK WALL PER SPPWC STD PLAN 601-4, H=10' MAX, COLOR AND FINISH PER ARCHITECTURAL PLANS, DETAIL E8/A00B
- ㉒ CONSTRUCT BASKETBALL GOAL POST PER ARCHITECTURAL PLANS, DETAIL E8, ON SHEET A00B
- ㉓ STORMWATER BMP: GRASSSED SWALE FILTER: LENGTH = 100 LF, SLOPE = 0.5%, BOTTOM WIDTH = 2 FT, SIDE SLOPES = 4:1
- ㉔ CONSTRUCT CSP FLARED INLET/OUTLET PER SPPWC STD PLAN 351-2
- ㉕ INSTALL PLAY STRUCTURE AREA SUB-DRAIN, NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL

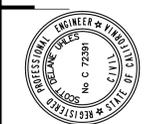
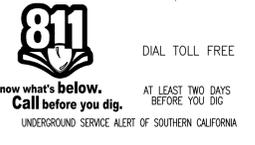


KEYMAP
 1"=200'

IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT SERVICES

FILE NO: _____
 AP: _____
 AC: _____ FS: _____ SS: _____
 DATE: _____

CAUTION:
 THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLES THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.



DELANE ENGINEERING
 2612 SANTA MONICA BLVD., SUITE 200
 SANTA MONICA, CA 90404
 PHONE: 310.345.5111 WWW.DEENGINEERING.COM

McKINNA ES
 OXNARD SCHOOL DISTRICT
 1611 S. J STREET, OXNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU
DATE	5/7/18
	4/16/18
	5/7/18

CIVIL - CONSTRUCTION DOCUMENTS
 GRADING & DRAINAGE PLANS



COSTA MESA | OAKLAND
 www.dougherty.us

C103r2



CONTINGENCY ALLOCATION REQUEST

CAR No. 113 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 074 - SMACNA Duct pressure testing

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		9,573
	Subtotal:	9,573

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	-9,573
	Subtotal:	-9,573
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #1 RFI #74 SMACNA Duct Pressure Testing Requirements Credit R1

Dear Jaime,

Attached is our itemized credit per RFI #74 to not perform Duct Leakage/Duct Pressure Testing.

Credit for SMC COR #1 is \$9,573.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #1 R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
SUBTOTAL				\$ -
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ -	%	9.50%	\$ -
SUBTOTAL				\$ -
FIELD LABOR:				
Duct Pressure Testing				
Foreman	28	*	\$ 118.53	\$ 3,318.84
Journeyman	28	*	\$ 98.37	\$ 2,754.36
SUBTOTAL				\$ 6,073.20
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
TEST AND BALANCE:				
Penn Air				\$ 3,500.00
SUBTOTAL				\$ 3,500.00
JOB SUBTOTAL				\$ 9,573.20
OVERHEAD MARKUP				
Flat Rate Markup	\$ 9,573.20	*		\$ -
Material	\$ -			\$ -
Major Quotations	\$ -			\$ -
Sales Tax	\$ -			\$ -
Direct Field Labor	\$ 6,073.20			\$ 6,073.20
Specialized labor	\$ -			\$ -
Direct job Expenses	\$ -			\$ -
Sub Contracts	\$ 3,500.00			\$ 3,500.00

JOB TOTAL				\$	9,573.20
BOND		*	1.00%	\$	-
BID TOTAL				\$	9,573.20

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.	Trade: HVAC (Sheet Metal)
Effective Date:	Classification: Foreman
Project:	Union : Non Union: <input style="width: 50px; height: 15px;" type="text"/>
Rate Effective Through: June 30, 2020	

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Journeyman
 Project: _____
 Rate Effective Through June 30, 2020 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11



PENN AIR CONTROL, INC.

SB & DVBE STATE CERTIFIED, SUPPLIER # 1021379
State License C-20 348326 DIR #100004883



HVAC Test and Balance Proposal

December 5, 2018

Project: McKinna Elementary School Reconstruction – Oxnard School District – 1611 South J Street, Oxnard, CA 93033

Attn:
Dillion Boute- Sheldon Mechanical

We are pleased to submit a quote to provide labor, instruments and tools to Test, Adjust and Balance the HVAC systems as per the project Plans and Specifications, and any Addendums as noted.

- | | | | | |
|-------------------------|-------------------------|-------------------------|--------------------------|-------------------------|
| BLDG 1 | BLDG 2 | BLDG 3 | BLDG 4 | BLDG 5 |
| ▪ 7 – FC | ▪ 3 – AC | ▪ 5 – FC | ▪ 24 – FC | ▪ 6 – FC |
| ▪ 1 – IU | ▪ 1 – MAU | ▪ 1 – IU | ▪ 1 – IU | ▪ 1 – IU |
| ▪ 5 – EF | ▪ 5 – FC | ▪ 2 – EF | ▪ 6 – EF | ▪ 4 – EF |
| ▪ 25 – Air Distribution | ▪ 1 – IU | ▪ 25 – Air Distribution | ▪ 138 – Air Distribution | ▪ 29 – Air Distribution |
| | ▪ 5 – EF | | | |
| | ▪ 1 – Hood | | | |
| | ▪ 52 – Air Distribution | | | |

HVAC Test & Balance	
Deduct For Duct Leakage Test	\$ 3,500

Please note, our bid is based on the following:

Drawing Sheets:	<u>M100, M200, M201, M300, M301, M302, M400, M401, M402, M500, M501</u>	Dated:	<u>03/15/18</u>
Equipment Schedule:	<u>M001, M002, M003, M004, M005</u>	Dated:	<u>03/15/18</u>
Spec's/Addendums:	<u>SECTION 23 0593 Testing, Adjusting and Balancing for HVAC, SECTION 23 0800 Commissioning of HVAC SECTION 23 0802 Installation & Acceptance Testing of Mechanical Systems</u>	Dated:	<u>2/9/2018</u>



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 74

Project: McKinna Elementary School Reconstruction

Date: 10-24-18

Discipline: Mechanical

Subject: SMACNA Duct Pressure Testing Requirements

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
23 31 00		

QUESTION

SMACNA Standards (Attached) do not recommend Duct Pressure Testing / Duct Leakage Testing for systems under 3 inch WG. Ductwork on project is below 3 inch WG and the static pressure for those systems is less than 2 inch.

SUGGESTION

Please confirm Duct Pressure Testing / Duct Leakage Testing is not required. If not required there would be a cost savings to the Owner of \$9,500.00.

ANSWER

Duct testing is required under the prescriptive Title24 compliance approach.

However, the performance compliance approach was used for this project - therefore, duct testing is NOT required.

If duct testing was included in the contractor's bid, contractor to credit the owner.

Andy Cloud, DWE 10-31-2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	11/2/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:

Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 74

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction

Date: 10-24-18
 Discipline: Mechanical

**Subject: SMACNA Duct Pressure Testing
 Requirements**

Response Requested By: 10-31-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
23 31 00		

QUESTION

SMACNA Standards (Attached) do not recommend Duct Pressure Testing / Duct Leakage Testing for systems under 3 inch WG. Ductwork on project is below 3 inch WG and the static pressure for those systems is less than 2 inch.

SUGGESTION

Please confirm Duct Pressure Testing / Duct Leakage Testing is not required. If not required there would be a cost savings to the Owner of \$9,500.00.

ANSWER

Duct testing is required under the prescriptive Title 24 compliance approach.

However, the performance compliance approach was used for this project - therefore, duct testing is NOT required.

If duct testing was included in the contractor's bid, contractor to credit the owner.

Andy Cloud, DWE 10-31-2018

Response Provided By: _____
 Name Company Date

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:

Submitted By: Mitch Michaelis - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 1 **DATE:** 10/15/2018

TO: Bernards **ATTN:** Jaime Pace

JOB: Mckinna Elementary School [4440] **A/E:**

SUBJECT: Duct Leakage / Duct Pressure Testing **REF:**

INFORMATION REQUESTED:

SMACNA Standards (Attached) do not recommend Duct Pressure Testing / Duct Leakage Testing for systems under 3 inch WG. Ductwork on project is below 3 inch WG and the static pressure for those systems is less than 2 inch. Please confirm Duct Pressure Testing / Duct Leakage Testing is not required. If not required there would be a cost savings to the Owner of \$9,500.00.

Suggestion

Please confirm that Duct Pressure Testing / Duct Leakage Testing is not required on this project per the SMACNA standards submitted with RFI.

REPLY REQUIRED: Yes **COST IMPACT:** No **SCHEDULE IMPACT:** POSSIBLE

FURTHER ACTION: **STATUS:**

REQUESTED BY: Dillon Boute'

1.4 DUCT SEALING

Seal Class	Sealing Requirements	Applicable Static Pressure Construction Class
A	Class A: All Transverse joints, longitudinal seams, and duct wall penetrations	4 in. wg and up (1000 Pa)
B	Class B: All Transverse joints and longitudinal seams only	3 in. wg (750 Pa)
C	Class C: Transverse joints only	2 in. wg (500 Pa)

In addition to the above, any variable air volume systems duct of 1 in. (250 Pa) and ½ in. wg (125 Pa) construction class that is upstream of the VAV boxes shall meet Seal Class C.

Table 1-1 Standard Duct Sealing Requirements

1.4.1 Duct Sealing

Ducts must be sufficiently airtight to ensure economical and quiet performance of the system. It must be recognized that airtightness in ducts cannot, and need not, be absolute (as it must be in a water piping system). Codes normally require that ducts be reasonably airtight. Concerns for energy conservation, humidity control, space temperature control, room air movement, ventilation, maintenance, etc., necessitate regulating leakage by prescriptive measures in construction standards. Leakage is largely a function of static pressure and the amount of leakage in a system is significantly related to system size. Adequate airtightness can normally be ensured by a) selecting a static pressure, construction class suitable for the operating condition, and b) sealing the ductwork properly.

The designer is responsible for determining the pressure class or classes required for duct construction and for evaluating the amount of sealing necessary to achieve system performance objectives. It is recommended that all duct constructed for the 1 in. (250 Pa) and ½ in. (125 Pa) pressure class meet Seal Class C. However, because designers sometimes deem leakage in unsealed ducts not to have adverse effects, the sealing of all ducts in the 1 in. (250 Pa) and ½ in. (125 Pa) pressure class is not required by this construction manual. Designers occasionally exempt the following from sealing requirements: small systems, residential occupancies, ducts located directly in the zones they serve, ducts that have short runs from volume control boxes to diffusers, certain return air ceiling plenum applications, etc. When Seal Class C is to apply to all 1 in. (250 Pa) and ½ in. (125 Pa) pressure class duct, the designer must require this in the project specification. The designer should review the *HVAC Air Duct Leakage Test Manual* for estimated and practical leakage allowances.

Seven pressure classes exist [½ in. (125 Pa), 1 in. (250 Pa), 2 in. (500 Pa), 3 in. (750 Pa), 4 in. (1000 Pa), 6 in.

(1500 Pa) and 10 in. wg (2500 Pa)]. If the designer does not designate pressure class for duct construction on the contract drawings, the basis of compliance with the *SMACNA HVAC Duct Construction Standards* is as follows: 2 in. wg (500 Pa) for all ducts between the supply fan and variable volume control boxes and 1 in. wg (250 Pa) for all other ducts of any application.

Some sealants can adversely affect the release function of breakaway connections to fire dampers; consult the damper manufacturer for installation restrictions.

1.4.2 Leakage Tests

There is no need to verify leakage control by field testing when adequate methods of assembly and sealing are used. Leakage tests are an added expense in system installation. It is not recommended that duct systems constructed to 3 in. wg (750 Pa) class or lower be tested because this is generally not cost effective. For duct systems constructed to 4 in. wg (1000 Pa) class and higher, the designer must determine if any justification for testing exists. If it does, the contract documents must clearly designate the portions of the system(s) to be tested and the appropriate test methods. ASHRAE energy conservation standards series 90 text on leakage control generally requires tests only for pressures in excess of 3 in. wg (750 Pa).

The *HVAC Air Duct Leakage Test Manual* provides practical and detailed procedures for conducting leakage tests.

Apparent differences of about ten percent between fan delivery and sum of airflow measurements at terminals do not necessarily mean poor sealing and excess leakage. Potential accuracy of flow measurements should be evaluated.

Otherwise, open access doors, unmade connections, missing end caps, or other oversights contribute to such discrepancies. When air terminals are at





CONTINGENCY ALLOCATION REQUEST

CAR No. 114 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 076 - Vibration Isolation branch controller

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		1,293
	Subtotal:	1,293

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	-1,293
	Subtotal:	-1,293

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



SHELDON MECHANICAL CORPORATION

March 5, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #2 RFI #76 Vibration Isolation Branch Controllers Credit

Dear Jaime,

Attached is our itemized credit per RFI #76 to not furnish Vibration Isolation Springs for the Branch Controller Boxes serving the VRF System.

Credit for SMC COR #2 is \$1,293.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #2		3/5/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
MW Sausse Vibration Isolation				\$ 1,200.00
SUBTOTAL				\$ 1,200.00
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ 1,200.00	%	7.75%	\$ 93.00
SUBTOTAL				\$ 93.00
FIELD LABOR:				
SUBTOTAL				\$ -
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 1,293.00
OVERHEAD MARKUP				
Flat Rate Markup	\$ 1,293.00	*		\$ -
Material	\$ -			\$ -
Major Quotations	\$ 1,200.00			\$ 1,200.00
Sales Tax	\$ 93.00			\$ 93.00
Dierct Field Labor	\$ -			\$ -
Specialized labor	\$ -			\$ -
Direct job Expences	\$ -			\$ -
Sub Contracts	\$ -			\$ -
JOB TOTAL				\$ 1,293.00
BOND				\$ -
			1.00%	\$ -
BID TOTAL				\$ 1,293.00


M. W. SAUSSÉ & CO., INC

 28744 WITHERSPOON PARKWAY VALENCIA, CA 91355-5425
 PHONE: 661-257-3311 FAX: 661-257-6050

QUOTATION
CUSTOMER: SHELDON MECHANICAL
 26015 AVENUE HALL
 SANTA CLARITA, CA 91355

QUOTE NO.: QT43058.05
QUOTE DATE: 02/25/2019
BID DATE: 04/24/2018
SALES REP: MEG
PAGE: 1 OF 1

CONTACT: DILLON BOUTE
PHONE: 661-286-1361 **FAX:** 661-287-9086
E-MAIL: dillon@sheldonmech.com

MECH. ENGR.:
JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

FOB-VALENCIA

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION
BC-1 THRU 8	8	SET	RX1CCBK	RMXA-1C W/ CBK Spring Hanger with Vertical Limit Stop and Cable Bracing Kit. Designed with 30 Degree Angularity; 1" Deflection.

TOTAL: (\$1,200.00)

SIGNATURE: _____

PREPARED BY: MIKE GREEN
E-MAIL: mgreen@vibrex.net
PAGE: 1 OF 1

CONDITIONS: Terms: 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and/or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible, and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 76

Project: McKinna Elementary School Reconstruction

Date: 10-24-18

Discipline: Mechanical

Subject: Vibration Isolation Branch Controllers

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M004		

QUESTION

Branch Controllers do not have any internal moving parts that cause vibration or noise. Please confirm Vibration Isolation is not required. If Vibration Isolation is not required there is a cost savings to the Owner of \$1,300.00

ANSWER

Branch controllers will not require spring isolators

However, since the fan coils and branch controllers are referencing the same detail, spring isolators are still required for fan coils

Credit the owner for any cost differences in materials and labor.

Andy Cloud, DWE 10-31-2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	11/2/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:
Submitted By: Mitch Michaelis - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 3

DATE: 10/15/2018

TO: Bernards

ATTN: Jaime Pace

JOB: Mckinna Elementary School [4440]

A/E:

SUBJECT: Vibration Isolation for Branch Controllers

REF:

INFORMATION REQUESTED:

Branch Controllers do not have any internal moving parts that cause vibration or noise. Please confirm Vibration Isolation is not required. If Vibration Isolation is not required there is a cost savings to the Owner of \$1,300.00

Suggestion

REPLY REQUIRED: Yes

COST IMPACT: NO

SCHEDULE IMPACT: POSSIBLE

FURTHER ACTION:

STATUS:

REQUESTED BY:

Dillon Boute'



CONTINGENCY ALLOCATION REQUEST

CAR No. 115 R0

Date: 1/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 176 - VRF fan coil filter rating

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,695
	Subtotal:	-6,695

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	6,695
	Subtotal:	6,695
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Printed Name & Title

Date



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #3 RFI #176 VRF Fan Coil Filter Rating R1

Dear Jaime,

Attached is our itemized cost to remove the MERV 13 Filters from (47) Filter Boxes and replace with MERV 8 Filters per RFI #176. Per Note 1 on the VRF Fan Coil Unit Schedule on M003, the FBM Filter Boxes come factory installed with MERV 13 Filters, not MERV 8.

Cost for SMC COR #3 is \$6,695.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #3 R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
Filters				\$ 662.00
SUBTOTAL				\$ 662.00
MAJOR QUOTATIONS:				
EQUIPMENT:				
SUBTOTAL				\$ -
SALES TAX:				
Material Total	\$ 662.00	%	9.50%	\$ 62.89
Major Quotations Total	\$ -	%	7.75%	\$ -
SUBTOTAL				\$ 62.89
FIELD LABOR:				
Remove MERV 13 Filters and Install MERV 8 Filters for 47 VRF Fan Coil Units				
Foreman	23.5	*	\$ 118.53	\$ 2,785.46
Journeyman	23.5	*	\$ 98.37	\$ 2,311.70
SUBTOTAL				\$ 5,097.15
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 5,822.04
OVERHEAD MARKUP				
Fiat Rate Markup	\$ 5,822.04	*	15.00%	\$ 873.31
Material	\$ 662.00			\$ 662.00
Major Quotations	\$ -			\$ -
Sales Tax	\$ 62.89			\$ 62.89
Direct Field Labor	\$ 5,097.15			\$ 5,097.15
Specialized labor	\$ -			\$ -
Direct job Expences	\$ -			\$ -
Sub Contracts	\$ -			\$ -

JOB TOTAL				\$	6,695.35
BOND			*	1.00% \$	-
BID TOTAL				\$	6,695.35

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Foreman
 Project: _____
 Rate Effective Through: June 30, 2020 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance	_____	_____	_____
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp. Trade: HVAC (Sheet Metal)
 Effective Date: _____ Classification: Journeyman
 Project: _____
 Rate Effective Through June 30, 2020 Union : Non Union:

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11



3/12/2019

SHELDON MECHANICAL

Attention: John Gonzalez

Project: 4440 – Mckinna ES Filter Quote

John,

In response to your request we are pleased to offer the following pricing for the below listed equipment.

38 – ZLP14142-SP Pleated Filters Size 14x14x2 Special Size	@ \$ 7.58 ea.	= \$ 288.04
78 – ZLP14202 Pleated Filters Size 14x20x2	@ \$ 3.54 ea.	= \$ 276.12
6 – ZLP14252 Pleated Filters Size 14x25x2	@ \$ 3.81 ea.	= \$ 22.86

Terms:

- Freight FOB Factory – Prepay & Add to Invoice
- Sales tax not included, terms net 30, pricing valid 30 days
- Lead time 1 week ARO plus transit
- Estimated freight based on address on quote unless noted
- Submittals available upon request

Total Materials	= \$ 587.02
Estimated Freight	= \$ 75.00

Freight based on one pallet shipped via common carrier to Oxnard. Truck will have lift gate and need 4 hour window to schedule delivery.

Respectfully,

David McKinney

FBM Series Filter Boxes
 Manufactured for MITSUBISHI ELECTRIC US, INC.
 CITY MULTI® PEFY-P-NMAU-E3 MEDIUM-STATIC INDOOR UNITS

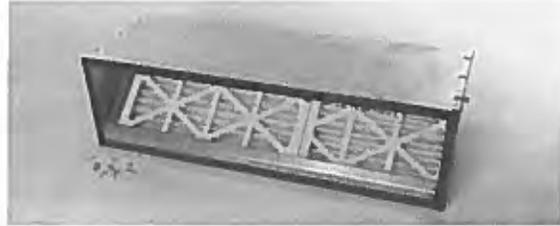
Job Name: _____

Schedule Reference: _____ Date: _____

GENERAL FEATURES

- 2" pleated MERV 13 filter(s)
 - Tested in accordance with ANSI/ASHRAE 52.2 Standard
 - Rated Class 2 under U.L. Standard 900
- Construction
 - Non-insulated 20 guage G-60 galvanized steel
 - Knurled thumb screws on access door Cabinet
 - Foam gasket (complies with UL 723)
 - Screw through cabinet design
 - Return connection convertible from rear to bottom of unit
 - Maintenance Schedule record on door

*Meets LEED
 requirement
 of MERV 13*

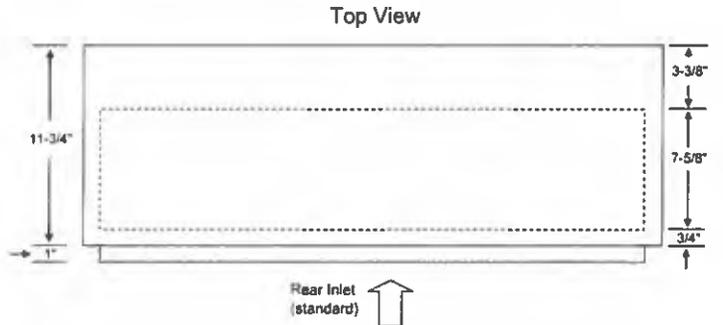
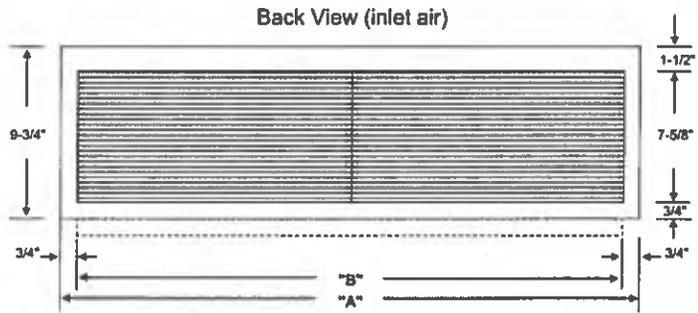
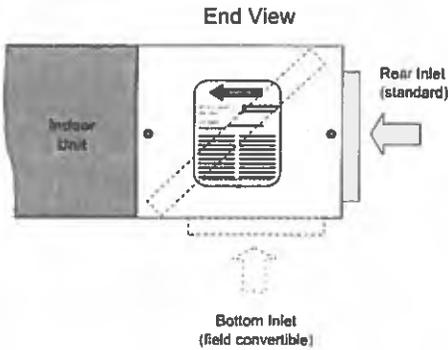


Total Qty: 47

SPECIFICATIONS

Part Number	Use on CITY MULTI Models	Filters Included	Ship Weight (lbs.)	Net Weight (lbs.)
FBM2-1 Qty: 6	PEFY-P06, P08, P12-NMAU-E3	(1) - 14" x 25" x 2"	22	20
FBM2-2 Qty: 4	PEFY-P15, P18-NMAU-E3	(1) - 14" x 20" x 2" (1) - 14" x 14" x 2"	28	26
FBM2-3 Qty: 3	PEFY-P24, P27, P30-NMAU-E3	(2) - 14" x 20" x 2"	35	32
FBM2-4 Qty: 34	PEFY-P36, P48-NMAU-E3	(2) - 14" x 20" x 2" (1) - 14" x 14" x 2"	44	41
FBM2-5	PEFY-P54-NMAU-E3	(3) - 14" x 20" x 2"	50	46

EXTERNAL DIMENSIONS



Model	"A"	"B"
FBM2-1	27-9/16"	26-1/16"
FBM2-2	35-7/16"	33-15/16"
FBM2-3	43-1/4"	41-3/4"
FBM2-4	55-1/8"	53-5/8"
FBM2-5	63"	61-1/2"

Specifications are subject to change without notice.
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REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 176

Project: McKinna Elementary School Reconstruction

Date: 01-14-19

Discipline: Mechanical

Subject: VRF Fan Coil Filter Rating

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M003		

QUESTION

Per the MEOR's response on the VRF Submittal, the VRF Fan Coil Units are to be provided with MERV 8 Filters. The Equipment Manufactures Filter Boxes come factory installed with MERV13 Filters.

SUGGESTION

Please confirm MERV 13 Filters are acceptable in lieu of MERV 8.

ANSWER

The MERV 13 filters have a higher pressure drop than the MERV-8 which may cause an issue with air delivery. Contractor to provide MERV 8 filters as called out on contract documents.

Vicky Reyes, Design West Engineering, 1-21-2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	1/23/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:
Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 176

To: Kevin Griendling

Date: 01-14-19

Company: Perkins Eastman Dougherty

Discipline: Mechanical

Project: McKinna Elementary School Reconstruction

Subject: VRF Fan Coil Filter Rating

Response Requested By: 01-21-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification

Detail / Sub Section

Comments

QUESTION

Per the MEOR's response on the VRF Submittal, the VRF Fan Coil Units are to be provided with MERV 8 Filters. The Equipment Manufactures Filter Boxes come factory installed with MERV13 Filters.

SUGGESTION

Please confirm MERV 13 Filters are acceptable in lieu of MERV 8.

ANSWER

The MERV 13 filters have a higher pressure drop than the MERV-8 which may cause an issue with air delivery. Contractor to provide MERV 8 filters as called out on contract documents.

Vicky Reyes, Design West Engineering, 1-21-2019

Response Provided By: _____
 Name Company Date

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:
 Submitted By: Mitch Michaelis - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 15

DATE: 1/10/2019

TO: Bernards

ATTN: Jaime Pace

JOB: Mckinna Elementary School [4440]

A/E:

SUBJECT: VRF Filters

REF: 060-238129-0, M003

INFORMATION REQUESTED:

Per the MEOR's response on the VRF Submittal, the VRF Fan Coil Units are to be provided with MERV 8 Filters. The Equipment Manufactures Filter Boxes come factory installed with MERV 13 Filters. If MERV 8 Filters are required the Mechanical Contractor will need to remove the MERV 13 Filters and replace with MERV 8. Please confirm MERV 13 Filters are acceptable in lieu of MERV 8.

Suggestion:

REPLY REQUIRED: Yes

COST IMPACT: POSSIBLE

SCHEDULE IMPACT: POSSIBLE

FURTHER ACTION:

STATUS:

REQUESTED BY:

Dillon Bouté

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section C: Facilities Agreement

Approval of a Contractor Contingency Allocation (CCA) No. 016 associated with the Lemonwood ECDC and Lemonwood Reconstruction Project (Penanhoat/CFW)

During the Regular Meeting of June 19, 2019, the Board of Trustees approved Amendment No. 001 to Construction Services Agreement #15-198 (CSA #15-198), between the Oxnard School District and Swinerton Builders for the renovation of the Early Childhood Development Center (ECDC), considered as part of overall CSA #15-198 for the reconstruction of the entire Lemonwood Elementary School Campus. Amendment No. 001 to CSA #15-198 included a Contractor Contingency Allocation in the amount of Eighty Thousand Dollars and No Cents (\$80,000.00).

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. CSA #15-198 included a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar and No Cents (\$747,709.00).

This Contractor Contingency Allocation fund is for payment of specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 016 provides for the Board's consideration and approval of nineteen (19) items of work totaling \$56,970.87 as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item. At the ECDC, CCA No. 016 is being processed to pay for repairs and adjustments to the existing ECDC landscape irrigation system, repairs and replacement of other existing ECDC items, such as cabinet hardware and parking bumpers, changes made in the student restrooms to the workroom faucets to meet code, additional asphalt required to make the transition between the remodeled building and existing grade, roofing revisions, clarifications to the classroom audio visual system, the addition of blinds to 4 windows/doors and the removal of a tree as requested by the District. At the Lemonwood K-8 Campus, CCA No. 016 is being processed to pay for the relocation of the project fire detector check valve, required by the local fire authority, miscellaneous mechanical adjustments necessary due to code required revisions to the campus structural design, non-structural crack repair and the addition of walking pads at the MPR building roof, to protect the roofing from accidental punctures by maintenance crews.

Upon approval of CCA No. 016, Contractor Contingency Allocation funds in the amount of \$107,062.24 will have been utilized to date, and the remaining balance of the Contractor Contingency Allocation sum for both the Lemonwood ECDC Project, and the Lemonwood

Reconstruction Project, shall be \$36,414.29.

FISCAL IMPACT:

CCA No. 016 will be a COST to the Contractor Contingency Allocation line item of Amendment #1 to CSA #15-198 in the amount of Fifty-Six Thousand Nine Hundred Seventy Dollars and Eighty-Seven Cents (\$56,970.87). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 016, the remaining balance of the Contractor Contingency Allocation will be Thirty-Six Thousand Four Hundred Fourteen Dollars and Twenty-Nine Cents (\$36,414.29).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 016 to CSA #15-198 and Amendment No. 001 with Swinerton Builders related to the Lemonwood Elementary School Reconstruction & ECDC Projects.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 016 \(3 Pages\)](#)
[PCI #0491R2 - Mechanical Work \(42 Pages\)](#)
[PCI #0510 - ECDC AV System Modifications \(10 Pages\)](#)
[PCI #0513R1 - Modify Fire Detector Check Valve Access \(12 Pages\)](#)
[PCI #0541 CREDIT - Roofing and Storm Drain Revisions \(15 Pages\)](#)
[PCI #0554 - ECDC Add Plumbing Mixing Valves \(10 Pages\)](#)
[PCI #0566R1 - ECDC Modify Existing Irrigation System \(11 Pages\)](#)
[PCI #0567R1 - ECDC Modify Landscape and Irrigation at Mechanical Area \(10 Pages\)](#)
[PCI #0570 - ECDC Fascia and Cabinet Hardware Repair \(6 Pages\)](#)
[PCI #0571 - ECDC Modify Markerboard Track System \(8 Pages\)](#)
[PCI #0572 - ECDC Modify Grab Bars \(4 Pages\)](#)
[PCI #0576 - ECDC Repair Floor Tile \(5 Pages\)](#)
[PCI #0577 - ECDC Added Asphalt Paving \(3 Pages\)](#)
[PCI #0578 - ECDC Replace Concrete Parking Bumpers \(3 Pages\)](#)
[PCI #0579R1 CREDIT - Reimburse Owner for Water Intrusion Investigation \(3 Pages\)](#)
[PCI #0582 - Repair Crack in Classroom Building Balcony \(2 Pages\)](#)
[PCI #0583 - Add Walk Pads to MPR Roof \(4 Pages\)](#)
[PCI #0586 - ECDC Adjust Fence and Gates \(5 Pages\)](#)
[PCI #0590 - ECDC Add Blinds \(5 Pages\)](#)
[PCI #0591 - ECDC Remove Tree, Regrade, Reseed \(3 Pages\)](#)
[AMENDMENT No. 001 - Swinerton Builders \(2 Pages\)](#)
[Construction Services Agreement #15-198 - Swinerton Builders \(19 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: April 1, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 016

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
 & LEMONWOOD ECDC PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No.15-198
 & O.S.D. Agreement No.15-198, Amendment 1

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, ##1150
 Santa Ana, CA 92707

CONTRACTOR:

Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 1340121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116656

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM (ECDC)	\$	80,000.00
CONTRACTOR CONTINGENCY FROM LEMONWOOD RECONSTRUCTION PROJECT (Through CCA 013, January 17, 2018 Board Meeting)	\$	63,476.33
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(50,091.37)
ADJUSTED CONTINGENCY SUM	\$	93,385.16
<u>NET CHANGE</u>	<u>\$</u>	<u>56,970.87</u>
Total Contingency Allocations to Date:	\$	(107,062.24)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 016.....	\$	36,414.29

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 491R2-Mechanical Work		\$15,172.50		
2.	PCI 510- ECDC AV System Modifications		\$6,485.18		
3.	PCI 513R1- Modify Fire Detector Check Valve Access			\$5,695.38	
4.	PCI 0541- CREDIT Roofing and Storm Drain Revisions				(\$1,120.16)
5.	PCI 554- ECDC Add Plumbing Mixing Valves		\$888.10		
6.	PCI 0566R1- ECDC Modify Existing Irrigation System				\$8,738.36
7.	PCI 0567R1- ECDC Modify Landscape and Irrigation at Mechanical Area				\$1,887.14
8.	PCI 570- ECDC Fascia and Cabinet Hardware Repair				\$762.43
9.	PCI 571- ECDC Modify Markerboard Track System		\$410.63		
10	PCI 572- ECDC Modify Grab Bars		\$989.08		
11	PCI 576 - ECDC Repair Floor Tile		\$321.66		
12	PCI 577 – ECDC Added Asphalt Paving		\$1,656.31		
13	PCI 578 – ECDC Replace Concrete Parking Bumpers				\$313.57
14	PCI 579R1- CREDIT Reimburse Owner for Water Intrusion Investigation		(\$2,277.50)		
15	PCI 582- Repair Crack in Classroom Building Balcony		\$2,076.61		
16	PCI 583- Add Walk Pads to MPR Roof				\$3,319.94
17	PCI 586 – ECDC Adjust Fence and Gates				\$1,415.17
18	PCI 590 – ECDC Add Blinds at ECDC				\$1,672.10
19	PCI 591 – ECDC Remove Tree, Regrade, Reseed				\$8,564.37
20	Totals		\$25,722.57	\$5,695.38	\$25,552.92

Total Contractor Contingency Allocation Cost Approval No. 016 \$ 56,970.87

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



SWINERTON

May 31, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0491 Final subcontract settlement with Sheldon Mechanical

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Final change order review and negotiation with Sheldon Mechanical on the following COR: 13, 19, 20, 24 and 30.

Phase	Category	Description	Subcontractor	Quote
230010	71140	Final change order review and negotiation with Sheldon Mechanical on the following COR: 13, 19, 20, 24 and	SHELDON MECHANICAL CORPORATION	15,000.00
			Subtotal	15,000.00
			%	
			Markup Subtotal	172.50
			PCI Total	15,172.50

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **15,172.50**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 4/31/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SMC C/O #:	DESCRIPTION	AMOUNT SUBMITTED	DATE SUBMITTED	AMOUNT APPROVED	DATE APPROVED	AMT NOT APPROVED	Notes	GC CO	% COMPLETE	COST INCURRED
1	RFI #00133 Duct Pressure Testing	-\$8,946.00	11/16/2016	-\$8,946.00	2/7/2017					
2	CCD #5	\$ 64,703.00	12/7/2016	\$ 64,703.00	8/4/2017				100%	
2.1	Building 1 Economizer Blocking	\$ 9,079.00	7/7/2017	\$ 9,079.00	10/19/2017				100%	
3	RFI #00079	\$ 2,878.00	12/21/2016	\$ 2,878.00	3/3/2017				100%	
4	RFI #00129	\$ 2,350.00	12/21/2016	\$ 2,350.00	2/2/2017				100%	
5	RFI #00134	\$ 1,864.00	12/21/2016	\$ 1,864.00	2/2/2017				100%	
6	CCD #16	\$ 30,648.00	12/22/2016	\$ 30,648.00	3/3/2017				100%	
7	RFI #00180	\$ 1,902.00	1/27/2017	\$ 1,902.00	9/25/2017				100%	
8	Classroom and MPR Material Storage	Opt. 1 or Opt. 2	3/29/2017	\$ 10,350.00	2/5/2018			SCO 008	100%	
9	Bulletin #38 R1	Void	8/7/2017	Void					100%	
10	Building 1 Exhaust Fan Motor Covers	Void	6/30/2017	Void						
11	Building 1 Economizer Hanger Supports R1	\$ 948.00	8/7/2017	\$ 948.00	10/19/2017				100%	
12	CCD #18 R1	Void	8/8/2017	Void					100%	
13	Building 2 Equipment Layout and Ductwork Changes R1	\$ 5,334.00	12/11/2018							
14	CCD #20 and MPR Material Storage	\$ 14,055.00	8/10/2017	\$ 14,055.00	2/5/2018			SCO 008	100%	
15	Bulletin #31 & RFI #00126	\$ 1,536.00	8/16/2017	\$ 1,536.00	2/22/2019				100%	
16	CCD #24 Building 2 Duct Stands	\$ 21,452.00	9/8/2017	\$ 21,452.00	5/17/2018				100%	
17	Venstar Thermostats in lieu of EMS System	-\$53,424.00	9/1/2017	-\$53,424.00	10/19/2017				70%	
18	CCD #23	\$ 28,483.00	9/7/2017	\$ 28,483.00	10/19/2017				100%	
19	Building 2 EF6-2 Layout and Grease Duct Changes R1	\$ 4,176.00	1/17/2019						100%	\$ 4,176.00
20	Building 1 Shaft Seismic R1	\$ 12,504.00	1/17/2019						100%	\$ 12,504.00
21	Building 1 Filter Media	\$ 14,834.00	1/5/2018	\$ 14,834.00	1/16/2019			SCO 012	100%	
22	Bulletin #47 R1	\$ 5,420.00	1/25/2018	\$ 5,420.00	5/17/2018					
23	AC-3-2 Economizer Iso Spring Support	\$ 2,734.00	1/25/2018	Void						
24	CCD #26 Fire Sprinkler Changes at MPR Kitchen	\$ 2,228.00	1/30/2018						100%	\$ 2,228.00
25	Bulletin #50 Added Ductless Split System in Kitchen - garden Building	\$ 17,386.00	5/14/2018	\$ 17,386.00	11/26/2018				80%	
26	Bull #38 & CCD #28 Revised Soffit	\$ 3,417.00	6/11/2018	\$ 3,417.00	11/26/2018				100%	



SHELDON MECHANICAL CORPORATION

January 5, 2018

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #13 Building 2 Equipment Layout and Ductwork Changes R1

Dear Bill,

Attached is our itemized cost to furnish additional fittings per the attached cut sheets due to the Structural Steel Subcontractor moving the Structural Steel under our Units AC-1-2 and AC-2-2. As a result, the Rooftop Ductwork serving AC-1-2 and AC-2-2 is no longer useable. Sheldon Mechanical laid out our Equipment per our Approved Shop Drawings.

Cost for SMC COR #13 is \$11,736.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #13

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

DATE	PAGE
12/31/17	1
TIME	
11:12 AM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					8,640.00
3 SUBTOTAL					<u>8,640.00</u>
4					
5 SALES TAX:					
6 Material Total	Line 3	8,640.00	%	9.50	820.80
7 SUBTOTAL					<u>820.80</u>
8					
9 DIRECT JOB EXPENSES:					
10 As-Built Drawings	Calc	2.00	*	106.10	212.20
11 Detailing	Calc	2.00	*	116.10	232.20
12 Freight	Calc	4.00	*	75.00	300.00
13 SUBTOTAL					<u>744.40</u>
14					
15 JOB SUBTOTAL					<u>10,205.20</u>
16					
17 OVERHEAD MARKUP:					
18 Flat Rate Markup	Line 15	10,205.20	%	15.00	1,530.78
19 Material	Line 3	8,640.00	%		
20 Major Quotations	Line 3	8,640.00	%		
21 Sales Tax	Line 7	820.80	%		
22 Direct Field Labor	Line 8	0.00	%		
23 Direct Shop Labor	Line 8	0.00	%		
24 Specialized Labor	Line 8	0.00	%		
25 Indirect Labor	Line 8	0.00	%		
26 Non-Productive Lbr.	Line 8	0.00	%		
27 Direct Job Expenses	Line 8	0.00	%		
28 Sub Contracts	Line 8	0.00	%		
29 JOB TOTAL					<u>11,735.98</u>

SHELDON MECHANICAL CORPORATION

DATE WANTED

SHEET NO. 1

DELV. INSTRUCTIONS

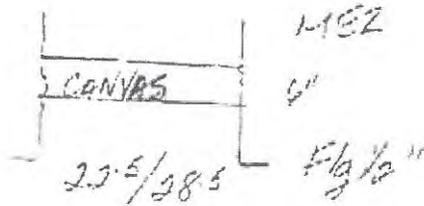
JOB NAME: *Sumner Road K-9*

JOB NO. *4274* DATE *8/14/17*

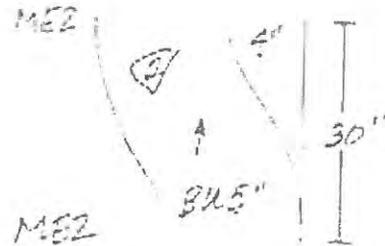
CONSTRUCTIONS SPECS.

COLOR CODE:

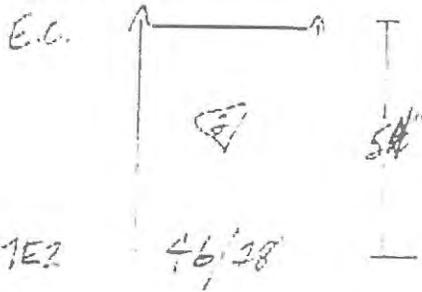
NO. *1* GA. *4* OF
RA 1-2, 2-2



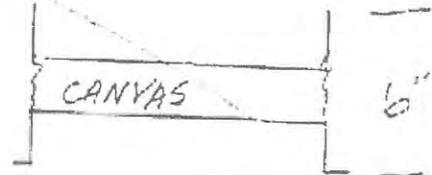
NO. *2* GA. *2* OF
RA 1-2, 2-2



NO. *3* GA. *2* OF
RA 1-2, 2-2

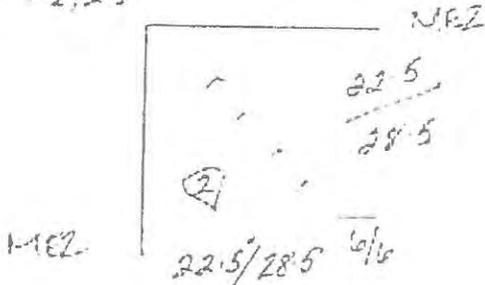


NO. *4* GA. *2* OF

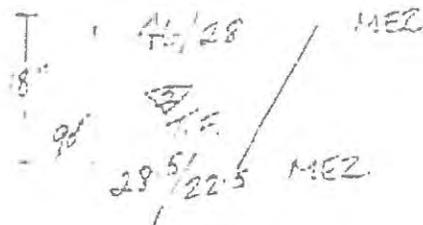


ALREADY MADE.

NO. *4* GA. *2* OF
S.A. 1-2, 2-2



NO. *5* GA. *2* OF
SA 1-2, 2-2



SHELDON MECHANICAL CORPORATION

DATE WANTED _____

SHEET NO. 2

DELV. INSTRUCTIONS _____

JOB NAME: Lemonwood K-9

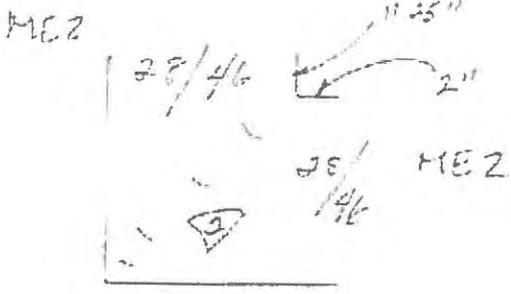
JOB NO. 4274 DATE 8/14/17

CONSTRUCTIONS SPECS. _____

COLOR CODE: _____

NO. 6 GA. _____ 2 OF _____

NO. _____ GA. _____ OF _____



SA. 1-2, 2-2

NO. _____ GA. _____ OF _____



SHELDON MECHANICAL CORPORATION

January 17, 2019

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #19 Building 2 EF6-2 Layout and Grease Duct Changes R1

Dear Bill,

Attached is our itemized cost to fabricate the Stainless-Steel Grease Ductwork per the attached cut sheets due to the Structural Steel Subcontractor moving the Structural Steel for EF6-2. Sheldon Mechanical laid out EF6-2 per our Approved Shop Drawings. Per Swinerton's direction we relocated EF6-2 and Coordinated a new location with the Structural Steel Subcontractor.

Cost for SMC COR #19 is \$4,176.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Lemonwood K-B School
Bid	SMC COR #19

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

Phone: 661-286-1361

FAX: 661-287-9081

DATE	PAGE
09/15/17	1
TIME	
05:02 PM	

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					3,335.00
3 SUBTOTAL					<u>3,335.00</u>
4					
5 SALES TAX:					
6 Material Total	Line 3	3,335.00	%	9.25	308.49
7 SUBTOTAL					<u>308.49</u>
8					
9 DIRECT JOB EXPENSES:					
10 Detailing	Calc	2.00	*	116.10	232.20
11 Freight	Calc	4.00	*	75.00	300.00
12 SUBTOTAL					<u>532.20</u>
13					
14 JOB SUBTOTAL					<u>4,175.69</u>
15					
16 OVERHEAD MARKUP:					
17 Flat Rate Markup	Line 14	4,175.69	%	15.00	626.35
18 Material	Line 3	3,335.00	%		
19 Major Quotations	Line 4	0.00	%		
20 Sales Tax	Line 7	308.49	%		
21 Direct Field Labor	Line 8	0.00	%		
22 Direct Shop Labor	Line 8	0.00	%		
23 Specialized Labor	Line 8	0.00	%		
24 Indirect Labor	Line 8	0.00	%		
25 Non-Productive Lbr.	Line 8	0.00	%		
26 Direct Job Expenses	Line 12	532.20	%		
27 Sub Contracts	Line 13	0.00	%		
28 JOB TOTAL					<u>4,802.04</u>



P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

September 18, 2017

FOR: Lemonwood K-8 School

BILL TO: Mr. Dillon Boute'
Sheldon Mechanical Corp
26015 Avenue Hall
Santa Clarita, CA 91355
661-286-1361

DESCRIPTION	AMOUNT
Please reference your sheets tagged: Building 2 Grease Duct All material constructed per your details and specifications	\$ 3,335.00
	SUBTOTAL \$ 3,335.00
	TAX @ 9.25%
	PAID TO DATE 308.49
	BALANCE DUE -
	TOTAL \$ 3,643.49

Make all checks payable to Duct Fabricators Incorporated.
THANK YOU FOR YOUR BUSINESS!

SHELDON MECHANICAL CORPORATION

DATE WANTED *Hot!*

SHEET NO. 1

DELV. INSTRUCTIONS

JOB NAME: *Limonwood K-B*

JOB NO. *4274* DATE *9/10/17*

CONSTRUCTIONS SPECS.

MPR Grease dust vado

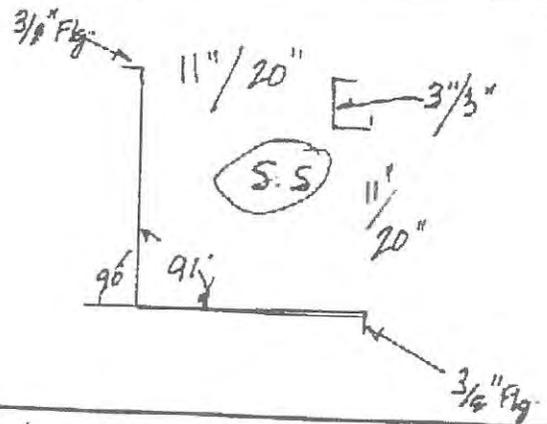
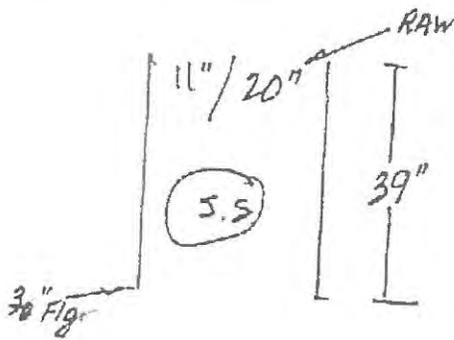
Stainless Steel

FOR MOVES PER SWIVERTON

COLOR CODE:

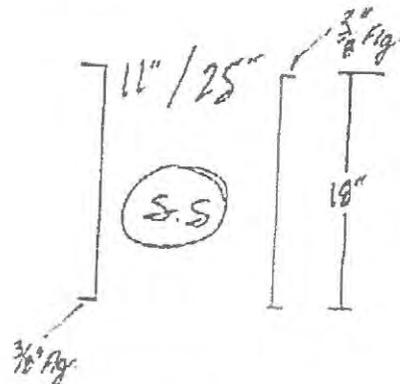
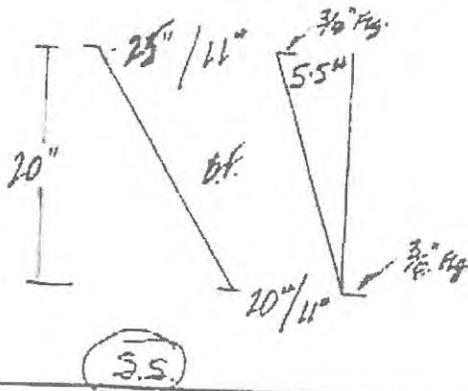
NO. 1 GA. 1 OF

NO. 2 GA. 1 OF



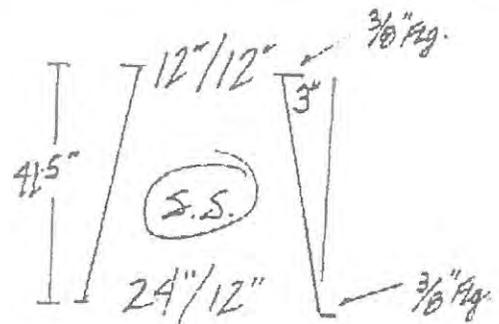
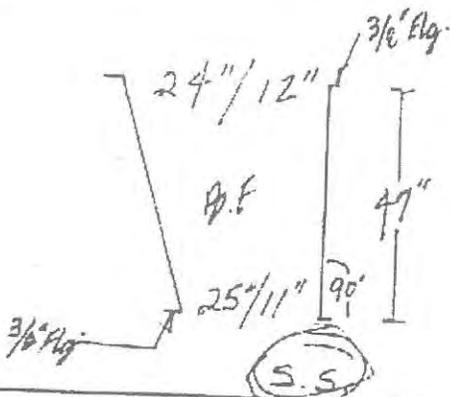
NO. 3 GA. 1 OF

NO. 4 GA. 1 OF



NO. 5 GA. 1 OF

NO. 6 GA. 1 OF



SHELDON MECHANICAL CORPORATION

DATE WANTED *Hot!* SHEET NO. *2*

DELV. INSTRUCTIONS

JOB NAME: *Lemonwood K-8*

JOB NO. *4274* DATE *9-10-17*

CONSTRUCTIONS SPECS.

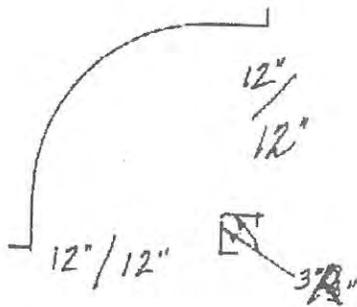
MFR grease duct

Fan moved per Swinerton

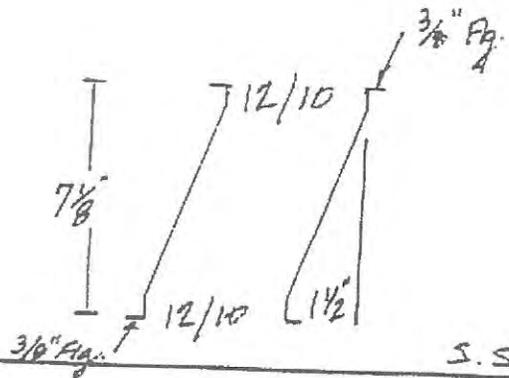
COLOR CODE:

NO. *7* GA. _____ OF _____

NO. *8* GA. _____ OF _____



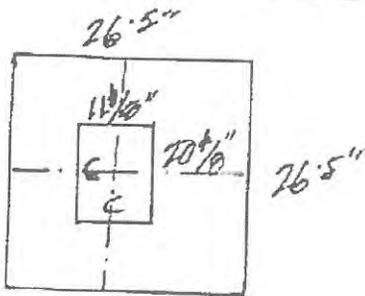
S.S.



S.S.

NO. *9* GA. _____ OF _____

NO. _____ GA. _____ OF _____



S.S.

1 - S.S. access door for grease duct.

NO. _____ GA. _____ OF _____

NO. _____ GA. _____ OF _____



SHELDON MECHANICAL CORPORATION

January 17, 2019

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #20 Building 1 Shaft Seismic R1

Dear Bill,

Attached is our itemized credit to fire caulk (34) duct penetrations per Detail 7 on A-61.7 and an added cost for the additional material and labor to cut angle iron and install an angle iron ledger for (17) shafts in Building 1 due to the entire shaft openings being framed out in lieu of just the duct penetrations.

Per SMACNA Standards and Detail 7 on A-61.7, the duct penetration openings were laid out individually. The angle would be screwed to the duct and lagged into the deck (see attached SMACNA Shaft Support Detail). Being that the entire Shaft Opening was framed out, we installed an angle iron ledger for our angle support to span across. Additionally, the shafts were three sided with drywall prior to us being able to install our shaft supports which required us to cut an opening in the ductwork to screw the angle on the backside of the shaft to our ductwork. Once the angle was fastened to the ductwork, we then cut and patched back the duct to close the opening and reseal.

Cost for SMC COR #20 is \$12,504.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 - C20, C38

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #20 Credit

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
01/13/19	1
TIME	
11:53 AM	

Phone 661-286-1361

FAX 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL-					
2 Fire Caulking					170.00
3 SUBTOTAL					170.00
4					
5 SALES TAX:					
6 Material Total	Line 3	170.00	%	9.50	16.15
7 SUBTOTAL					16.15
8					
9 DIRECT FIELD LABOR:					
10 Firecaulk 34 Opening					
11 Foreman	Calc	3.00	*	116.10	348.30
12 Journeyman	Calc	3.00	*	96.85	290.55
13 SUBTOTAL					638.85
14					
15 JOB SUBTOTAL					825.00
16					
17 OVERHEAD MARKUP					
18 Material	Line 3	170.00	%		
19 Major Quotations	Line 4	0.00	%		
20 Sales Tax	Line 7	16.15	%		
21 Direct Field Labor	Line 13	638.85	%		
22 Direct Shop Labor	Line 14	0.00	%		
23 Specialized Labor	Line 14	0.00	%		
24 Indirect Labor	Line 14	0.00	%		
25 Non-Productive Lbr.	Line 14	0.00	%		
26 Direct Job Expenses	Line 14	0.00	%		
27 Sub Contracts	Line 14	0.00	%		
28 JOB TOTAL					825.00

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #20 Add

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
01/13/19	1
TIME	
11:53 AM	

Phone: 661-286-1361

FAX: 661-287-9081

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MATERIAL:					
2	DFI Invoice					2,320.00
3	SUBTOTAL					2,320.00
4						
5	SALES TAX:					
6	Material Total	Line 3	2,320.00	%	9.50	220.40
7	SUBTOTAL					220.40
8						
9	DIRECT FIELD LABOR:					
10	17 Ledgers/P Frames					
11	Foreman	Calc	42.50	*	116.10	4,934.25
12	Journeyman	Calc	42.50	*	96.85	4,116.13
13	SUBTOTAL					9,050.38
14						
15	JOB SUBTOTAL					11,590.78
16						
17	OVERHEAD MARKUP:					
18	Flat Rate Markup	Line 15	11,590.78	%	15.00	1,738.62
19	Material	Line 3	2,320.00	%		
20	Major Quotations	Line 4	0.00	%		
21	Sales Tax	Line 7	220.40	%		
22	Direct Field Labor	Line 13	9,050.38	%		
23	Direct Shop Labor	Line 14	0.00	%		
24	Specialized Labor	Line 14	0.00	%		
25	Indirect Labor	Line 14	0.00	%		
26	Non-Productive Lbr.	Line 14	0.00	%		
27	Direct Job Expenses	Line 14	0.00	%		
28	Sub Contracts	Line 14	0.00	%		
29	JOB TOTAL					13,329.40



Cut
Du
p
C
res

Ledger
to Span Angle Supports

171

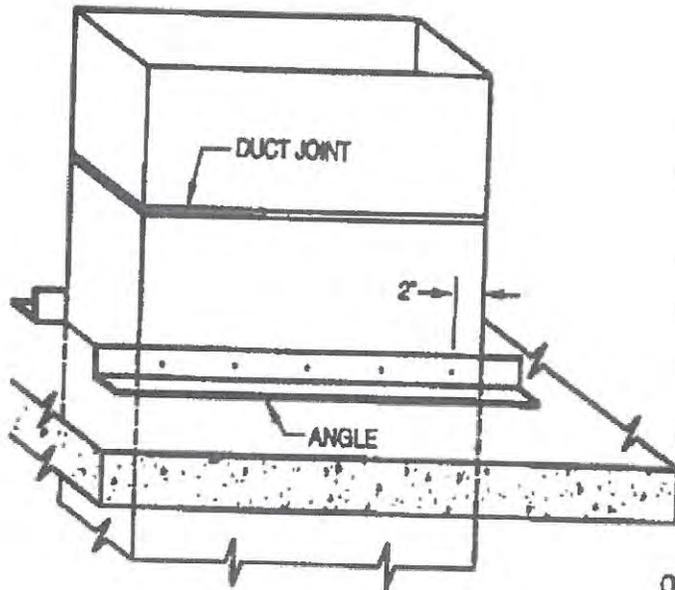


FIG. A

SUGGESTED SIZING FOR
SUPPORT OF 12 FT. OF DUCT

DUCT SIZE	ANGLE
36" x 18"	1 1/2" x 1 1/2" x 1/8"
48" x 24"	1 1/2" x 1 1/2" x 1/8"
60" x 30"	1 1/2" x 1 1/2" x 3/16"
80" x 60"	1 1/2" x 1 1/2" x 1/4" or 2" x 2" x 1/8"

OVER 60" - INCREASE ANGLE SIZE AS
REQUIRED FOR SPACE & DUCT SIZE

SUPPORT RISERS SO THAT THEY ARE IN TENSION

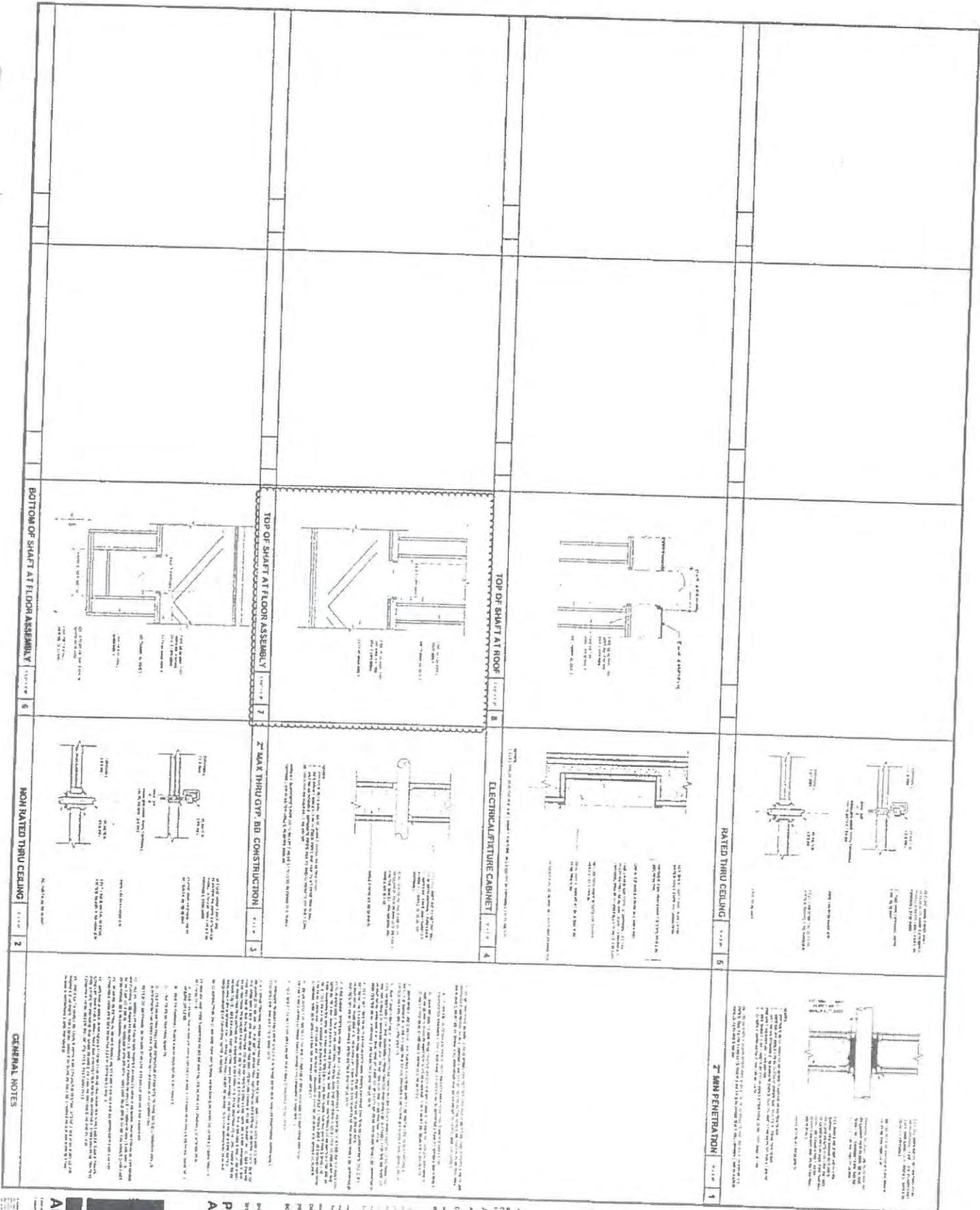
FOR DUCTS UP TO 96" - S = 6" MAX.

FOR DUCTS OVER 96" - S = 8" MAX.

SELECT A PAIR OF ANGLES FROM TABLE 6-3 EACH
OF WHICH HAS A CAPACITY OF AT LEAST 50% OF THE
DUCT WEIGHT BEING SUPPORTED

FIGURE 5-8 RISER SUPPORTS - FROM FLOOR





GENERAL NOTES

1. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

2. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

3. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

4. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

5. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

6. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

7. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

8. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

9. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

10. ALL PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

SVVA ARCHITECTS

1000 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CA 92805
 TEL: 714.771.1111
 FAX: 714.771.1112
 WWW.SVVA-ARCHITECTS.COM

PENETRATION ASSEMBLIES

PROJECT NUMBER: A-6117
 SHEET TITLE: PENETRATION ASSEMBLIES
 PROJECT NUMBER: 201111
 DATE: 08/2011

REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA
 LICENSE NUMBER: 44319
 EXPIRES: 08/31/2011

REGISTERED PROFESSIONAL ARCHITECT

STATE OF CALIFORNIA
 LICENSE NUMBER: 118028
 EXPIRES: 08/31/2011



OWNER: OXNARD SCHOOL DISTRICT

PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION

CLIENT ADDRESS: 2200 Carnegie Ct Oxnard, CA 93032



SHELDON MECHANICAL CORPORATION

January 30, 2018

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #24 CCD #26 Fire Sprinkler Changes at MPR Kitchen

Dear Bill,

Attached is our itemized cost on Time & Material to remove and relocate our registers in the MPR Kitchen due to the Fire Sprinkler Pipe sizing being upsized and adding additional Sprinkler Heads per CCD #26.

Cost for SMC COR #24 is \$2,228.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Job	Lemonwood K-8 School
Bid	SMC COR #24

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

DATE	PAGE
01/26/18	1
TIME	
06:37 PM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 DIRECT FIELD LABOR:					
2 Time & Material					
3 Journeyman	Calc	20.00	+	96.85	1,937.00
4 SUBTOTAL					1,937.00
5					1,937.00
6 JOB SUBTOTAL					1,937.00
7					
8 OVERHEAD MARKUP:					
9 Flat Rate Markup					
10 Material	Line 6	1,937.00	%	15.00	290.55
11 Major Quotations	Shp Tot	148.73	%		
12 Sales Tax	Shp Tot	148.73	%		
13 Direct Field Labor	Shp Tot	148.73	%		
14 Direct Shop Labor	Line 4	1,937.00	%		
15 Specialized Labor	Line 5	0.00	%		
16 Indirect Labor	Line 5	0.00	%		
17 Non-Productive Lbr.	Line 5	0.00	%		
18 Direct Job Expenses	Line 5	0.00	%		
19 Sub Contracts	Line 5	0.00	%		
20 JOB TOTAL					2,227.55

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Swinerton

DATE: 1-16-18

SUBJECT: Presentation Area

JOB NAME: Lemonwood K-8

JOB #: 4374

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
1-12-18	Chris Clark	Move 4 supply registers & and reset dampers for sprinkler line removed. LED-26	
		fire sprinkler moved & supply registers moved to new location.	

MATERIAL

DATE	DESCRIPTION	AMOUNT

SUBMITTED ON: 1-22-18

VERIFIED BY: [Signature]

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Swinerton

DATE: 1-17-18

SUBJECT: Plantation Area

JOB NAME: Lemo wood H-8

JOB #: 4274

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
1-17-18	Juan Chavez	install registers in plantation area C-02-24	8

MATERIAL

DATE	DESCRIPTION	AMOUNT

SUBMITTED ON: 1-22-18

VERIFIED BY: [Signature]

[Signature]

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Arvinston

DATE: 1-18-18

JOB NAME: Leona Vista K-9

SUBJECT: Reinstall Registers Kitchen
and FC units

JOB #: 4274

LABOR

DATE	NAME	DESCRIPTION OF WORK	HOURS
1-18-18	Juan Chavolla	Reinstall registers in kitchen and FC	8
		fire sprinklers changed	
		CD-24 FC was removed	
		for the installer to install tile.	

MATERIAL

DATE	DESCRIPTION	AMOUNT

SUBMITTED ON: 1-29-18

VERIFIED BY: [Signature]



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT

CCD Cat. A / B, #26 Date Submitted: 12/04/17 Attached Pages?: No Yes (1 pages)

For CCD Cat. B, this is a voluntary submittal, DSA required submittal (attach DSA notification requiring submission).

Firm Name: SVA Architects Contact Name: Tom Bardwell

Email: tbardwell@sva-architects.com Phone Number: (949) 809-3380

Address: 3 Mac Arthur Place, Suite 850

City: Santa Ana State: Ca Zip: 92707

A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.

For project currently under construction.

To obtain DSA approval of existing uncertified building(s).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robert Simons

Professional License #: C-18301 Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: *Robert Simons*

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

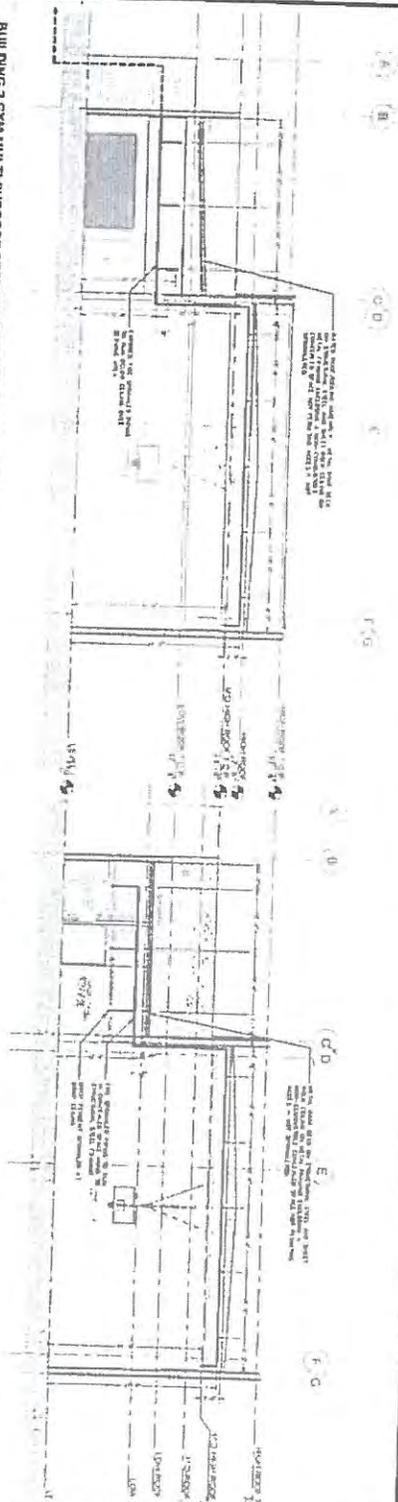
Brief description of construction change (attach additional sheets if needed):

- Piping sizing, from riser to 4" piping, increased from 2 1/2" to 4".
- Additional sprinkler head added to dry storage room.
- Added two additional sprinkler heads in cooking/prep area and sprinkler repositioned to be centered with light fixtures.
- Dimensioning of main piping spacing readjusted in cooking/prep area.

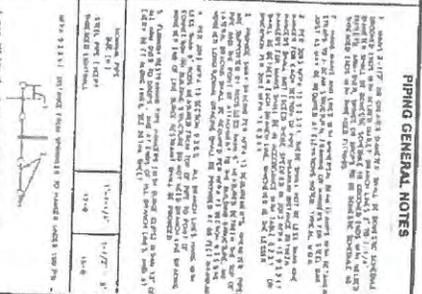
List of DSA approved drawings affected by this CCD: FP2-2.1

DSA USE ONLY		For business office use only Date Sent _____ Return By _____ Delivery Method _____	APPROVED chin DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE 12/14/2017 Appl. No: 03-116026 140 26 SSS.pdf
SSS _____ Date _____	Approved / Disapproved / Not Req'd		
FLS _____ Date _____	Approved / Disapproved / Not Req'd		
ACS _____ Date _____	Approved / Disapproved / Not Req'd		
Remarks _____			

BUILDING 2 GYM MULTIPURPOSE SECTION THROUGH PRESENTATION

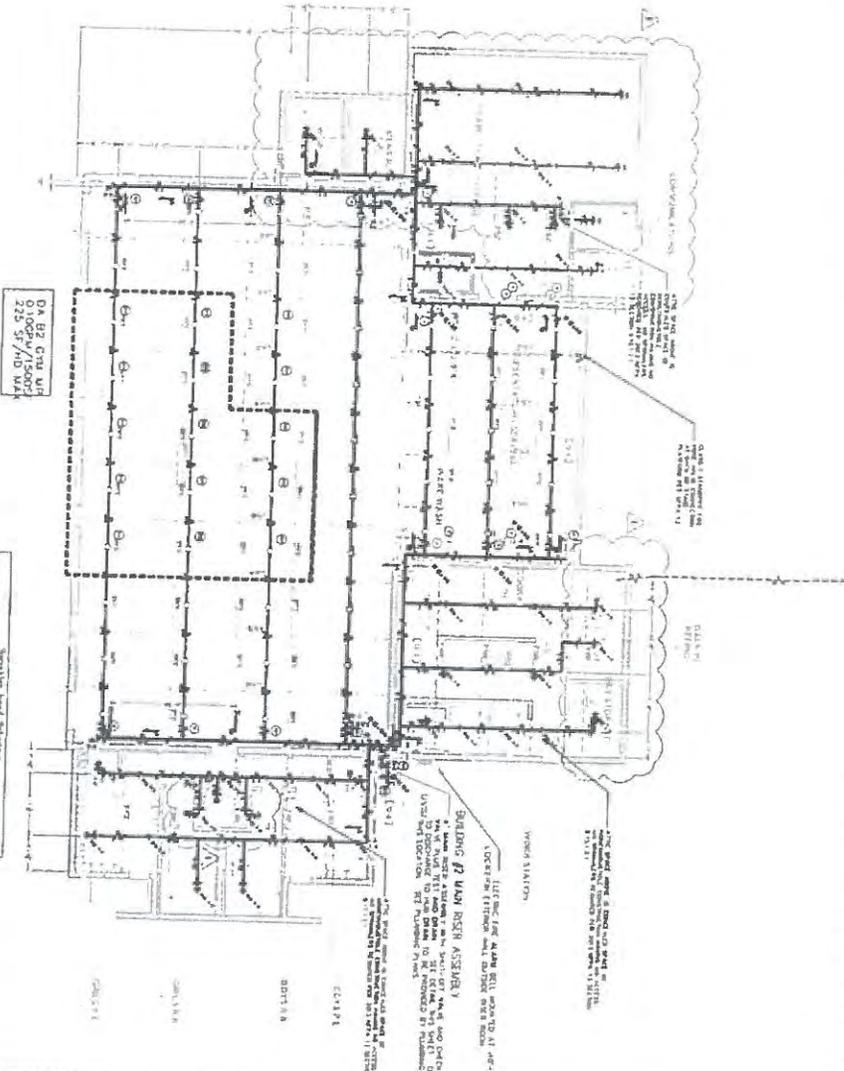


BUILDING 2 GYM MULTIPURPOSE SECTION THROUGH INSTRUMENT STORAGE



PIPING GENERAL NOTES

1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS UNLESS OTHERWISE SPECIFIED:
 A. ASME B31.1 - STEEL PIPE AND HANGARS
 B. ASME B31.3 - PROCESS PIPING
 C. ASME B31.9 - FIBERGLASS REINFORCED PLASTIC (FRP) PIPING
 D. ASME B31.12 - RIGID PLASTIC PIPING
 E. ASME B31.13 - ALUMINUM PIPING
 F. ASME B31.14 - COMPOSITE PIPING
 G. ASME B31.15 - PLASTIC PIPING
 H. ASME B31.16 - CRYSTALLINE POLYMER PIPING
 I. ASME B31.17 - NON-METALLIC CORRUGATED PIPING
 J. ASME B31.18 - RUBBER PIPING
 K. ASME B31.19 - COMPOSITE PIPING
 L. ASME B31.20 - COMPOSITE PIPING
 M. ASME B31.21 - COMPOSITE PIPING
 N. ASME B31.22 - COMPOSITE PIPING
 O. ASME B31.23 - COMPOSITE PIPING
 P. ASME B31.24 - COMPOSITE PIPING
 Q. ASME B31.25 - COMPOSITE PIPING
 R. ASME B31.26 - COMPOSITE PIPING
 S. ASME B31.27 - COMPOSITE PIPING
 T. ASME B31.28 - COMPOSITE PIPING
 U. ASME B31.29 - COMPOSITE PIPING
 V. ASME B31.30 - COMPOSITE PIPING
 W. ASME B31.31 - COMPOSITE PIPING
 X. ASME B31.32 - COMPOSITE PIPING
 Y. ASME B31.33 - COMPOSITE PIPING
 Z. ASME B31.34 - COMPOSITE PIPING
 AA. ASME B31.35 - COMPOSITE PIPING
 AB. ASME B31.36 - COMPOSITE PIPING
 AC. ASME B31.37 - COMPOSITE PIPING
 AD. ASME B31.38 - COMPOSITE PIPING
 AE. ASME B31.39 - COMPOSITE PIPING
 AF. ASME B31.40 - COMPOSITE PIPING
 AG. ASME B31.41 - COMPOSITE PIPING
 AH. ASME B31.42 - COMPOSITE PIPING
 AI. ASME B31.43 - COMPOSITE PIPING
 AJ. ASME B31.44 - COMPOSITE PIPING
 AK. ASME B31.45 - COMPOSITE PIPING
 AL. ASME B31.46 - COMPOSITE PIPING
 AM. ASME B31.47 - COMPOSITE PIPING
 AN. ASME B31.48 - COMPOSITE PIPING
 AO. ASME B31.49 - COMPOSITE PIPING
 AP. ASME B31.50 - COMPOSITE PIPING
 AQ. ASME B31.51 - COMPOSITE PIPING
 AR. ASME B31.52 - COMPOSITE PIPING
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 AY. ASME B31.59 - COMPOSITE PIPING
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 BJ. ASME B31.70 - COMPOSITE PIPING
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 BO. ASME B31.75 - COMPOSITE PIPING
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 BR. ASME B31.78 - COMPOSITE PIPING
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 BZ. ASME B31.86 - COMPOSITE PIPING
 CA. ASME B31.87 - COMPOSITE PIPING
 CB. ASME B31.88 - COMPOSITE PIPING
 CC. ASME B31.89 - COMPOSITE PIPING
 CD. ASME B31.90 - COMPOSITE PIPING
 CE. ASME B31.91 - COMPOSITE PIPING
 CF. ASME B31.92 - COMPOSITE PIPING
 CG. ASME B31.93 - COMPOSITE PIPING
 CH. ASME B31.94 - COMPOSITE PIPING
 CI. ASME B31.95 - COMPOSITE PIPING
 CJ. ASME B31.96 - COMPOSITE PIPING
 CK. ASME B31.97 - COMPOSITE PIPING
 CL. ASME B31.98 - COMPOSITE PIPING
 CM. ASME B31.99 - COMPOSITE PIPING
 CN. ASME B31.100 - COMPOSITE PIPING



HYDRAULIC SYSTEM

System	Flow Rate (GPM)	Pressure (PSI)	Notes
Water	100	100	Supply
Sanitary	50	100	Supply
Fire	1000	100	Supply
Gas	100	100	Supply
Oil	100	100	Supply
Steam	100	100	Supply
Refrigerant	100	100	Supply
Acid	100	100	Supply
Alkali	100	100	Supply
Other	100	100	Supply

0A 02 GYM UP
225 SF / 40 W/A

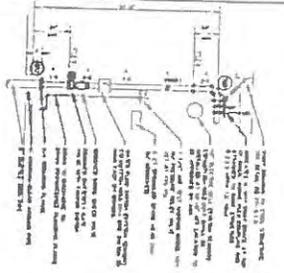
Specialty Load Schedule

Item	Location	Load (PSF)
1	Area 1	100
2	Area 2	100
3	Area 3	100
4	Area 4	100
5	Area 5	100
6	Area 6	100
7	Area 7	100
8	Area 8	100
9	Area 9	100
10	Area 10	100

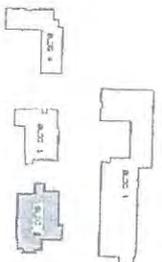
AS APPROVED
FOR REFERENCE ONLY
AND 11/10/25
CCD 478

BUILDING 2 GYM MULTIPURPOSE FLOOR PIPING PLAN

BUILDING 2 RISER



KEY PLAN



SVA ARCHITECT

1000 S. MAIN ST. SUITE 100
OXNARD, CA 93055
TEL: 805.461.1111
WWW.SVA-ARCHITECT.COM

FP2-2.1

BUILDING 2
GYM
MULTIPURPOSE
FLOOR PIPING
PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/10/25
2	REVISED PER COMMENTS	11/10/25
3	REVISED PER COMMENTS	11/10/25
4	REVISED PER COMMENTS	11/10/25
5	REVISED PER COMMENTS	11/10/25
6	REVISED PER COMMENTS	11/10/25
7	REVISED PER COMMENTS	11/10/25
8	REVISED PER COMMENTS	11/10/25
9	REVISED PER COMMENTS	11/10/25
10	REVISED PER COMMENTS	11/10/25

QUALITY CONTROL

PROJECT NO. 225 SF / 40 W/A

DATE ISSUED: 11/10/25

PROJECT NO. 225 SF / 40 W/A

DATE ISSUED: 11/10/25

OWNER

OXNARD SCHOOL DISTRICT

LEMONWOOD K-8 RECONSTRUCTION

2200 CARNEGIE COURT
OXNARD, CA 93053

- REVISIONS**
- 101 ROOM LAYOUT WITH DETAILS, 20.04.14
 - 102 5.0' FLOOR TO CEILING HEIGHT, 20.04.14
 - 211 2.0' FLOOR TO CEILING HEIGHT, 20.04.14
 - 310 DOOR SWINGS FOR ROOM 1344A & 1344B, 20.04.14
 - 305 ATTACHMENT PER DETAIL SW-001

DESIGN APPROVED
 DATE: 12/14/2017
 FOR THE ARCHITECT'S RECORD

KEYNOTE LEGEND

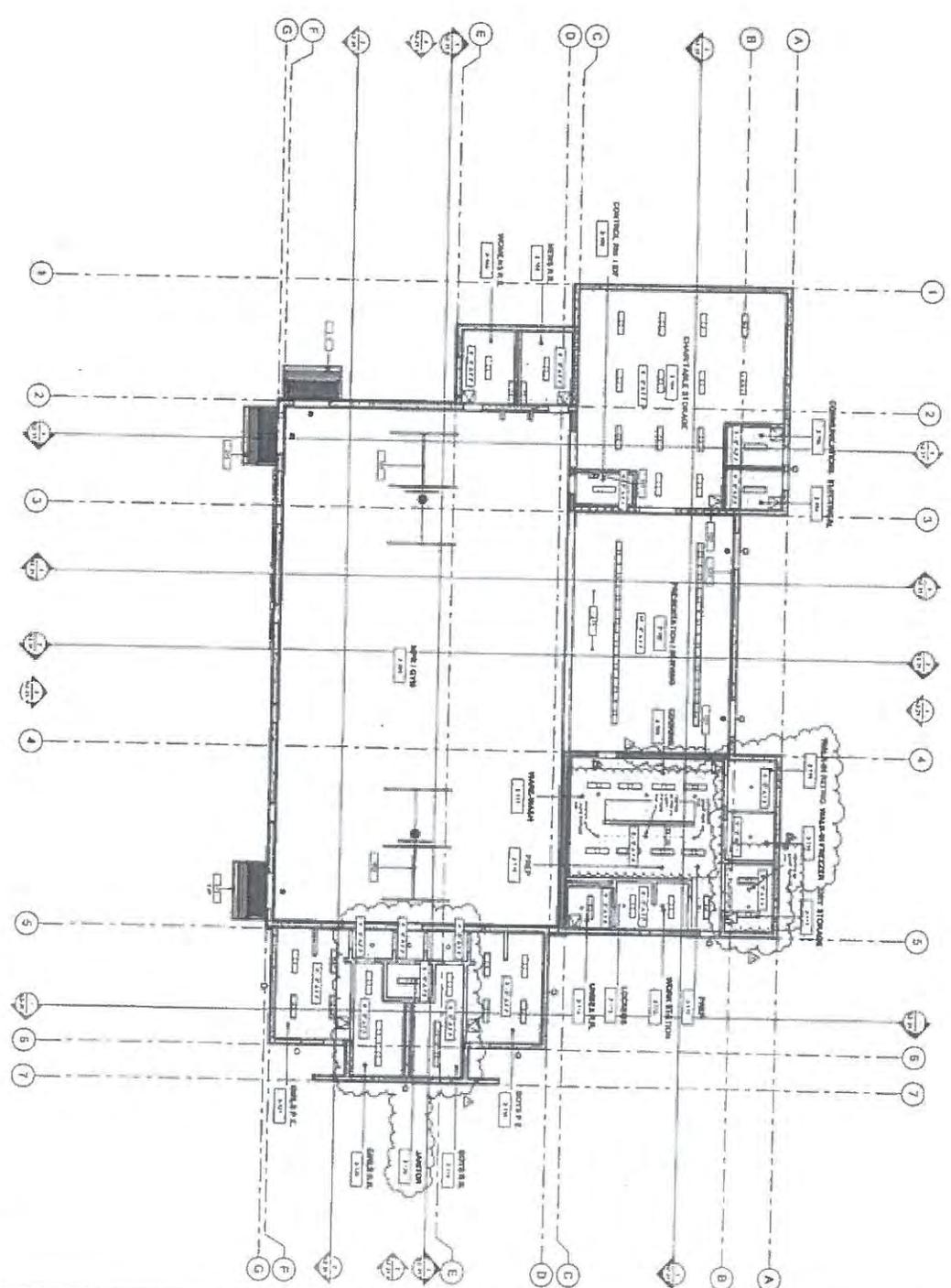
- 1.00 - 1.00' FLOOR TO CEILING HEIGHT
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- 3.00 - 3.00' FLOOR TO CEILING HEIGHT
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- 99.00 - 99.00' FLOOR TO CEILING HEIGHT
- 100.00 - 100.00' FLOOR TO CEILING HEIGHT

REVISIONS

1. REVISIONS TO BE MADE TO THIS PLAN SHALL BE INDICATED BY A CIRCLED NUMBER AND A LETTER IN THE MARGIN. THE REVISIONS SHALL BE MADE TO THE PLAN BY THE ARCHITECT'S OFFICE. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE REVISIONS. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE REVISIONS. THE ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE REVISIONS.

GYMNASIUM - REFLECTED CEILING PLAN

REVISED FOR REFERENCE TO ADDITIONAL ROOMS AND LOCATIONS



RCP LEGEND

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2200 Carnegie Ct., Oxnard, California

ARCHITECT
 SVA ARCHITECTS
 1000 1/2 Street, Oxnard, CA 93030
 (805) 461-1111
 www.svaarchitects.com



SHELDON MECHANICAL CORPORATION

November 7, 2018

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #30 SMC RFI #19 Kindergarten Exhaust Fans Relocations

Dear Bill,

Attached is our itemized cost to furnish and install additional ductwork for EF 1-4, 2-4 and 3-4. Due to the location of the Exhaust Fans being too close to the edge of the building, the IOR stated per 2013 CMC 303.9.3 the Exhaust Fans must be relocated to be a minimum of 6 feet from the edge of the Building.

Cost for SMC COR #30 is \$1,226.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #30

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
11/03/18	1
TIME	
12:52 PM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					435.00
3 SUBTOTAL					435.00
4					
5 SALES TAX:					
6 Material Total	Line 3	435.00	%	9.50	41.33
7 SUBTOTAL					41.33
8					
9 DIRECT FIELD LABOR:					
10 Ductwork					
11 Foreman	Calc	1.50	*	118.91	178.37
12 Journeyman	Calc	1.50	*	98.14	147.21
13 SUBTOTAL					325.58
14					
15 DIRECT JOB EXPENSES:					
16 As-Built Drawings	Calc	0.50	*	108.91	54.46
17 Detailing	Calc	0.50	*	118.91	59.46
18 Freight	Calc	2.00	*	75.00	150.00
19 SUBTOTAL					263.92
20					
21 JOB SUBTOTAL					1,065.83
22					
23 OVERHEAD MARKUP:					
24 Flat Rate Markup	Line 21	1,065.83	%	15.00	159.87
25 Material	Line 3	435.00	%		
26 Major Quotations	Line 3	435.00	%		
27 Sales Tax	Line 7	41.33	%		
28 Direct Field Labor	Line 13	325.58	%		
29 Direct Shop Labor	Line 14	0.00	%		
30 Specialized Labor	Line 14	0.00	%		
31 Indirect Labor	Line 14	0.00	%		
32 Non-Productive Lbr.	Line 14	0.00	%		
33 Direct Job Expenses	Line 19	263.92	%		
34 Sub Contracts	Line 20	0.00	%		
35 JOB TOTAL					1,225.70

Recap Report
SMC Full Recap
Project Grand Totals

11/7/2018 10:48:07 AM
Errors: 0, Warnings: 0, Hints: 0

Lemonwood SMC RFI#19

Description	Material	Labor	Field Hours
Ductwork			3
Grand Total			3

* Excludes Quotes

Duct And Fittings Quantity Report

Duct and Fittings



	Size	Thickness	Liner	Count	Total Length (ft)	Weight (lb)
GV SMACNA LP [Galvanized]						
Rectangular						
Duct - Rect. Short						
Duct - 5' full	10 x 10	24 ga		1	3.08	13
Elbow-Square/Vanes	10 x 10	24 ga		1	4.92	20
Round						
Elbow-90	6	24 ga		2		17
						5

Dillon Bouté

From: Paul Vernier <vernierinspection@sbcglobal.net>
Sent: Monday, August 27, 2018 12:16 PM
To: Nalani Scanlon
Cc: tbardwell@sva-architects.com
Subject: Re: Lemonwood RFI-19 Kindergarten Exhaust Fans

Notice:

THIS EMAIL ORIGINATED OUTSIDE OF SWINERTON'S NETWORK.

- Swinerton BTech Services

Here you go,

2013 California Mechanical Code:

303.9.3 Roof Drainage and Rails. Equipment shall be installed on a well-drained surface of the roof. Not less than 6 feet (1829 mm) between a part of the equipment and the edge of a roof or similar hazard, or rigidly fixed rail, guards, parapets, or other building structures not less than 42 inches (1067 mm) in height shall be provided on the exposed side. [NFPA 54:9.4.2.2]

Sent from my iPad

On Aug 27, 2018, at 11:51 AM, Nalani Scanlon <NScanlon@swinerton.com> wrote:

Hi Paul. Can you please identify the code # that requires the EF's for Tom's response. I will then run this thru CMIIC.

Thanks!

Nalani Scanlon

Sr. Project Engineer

SWINERTON

D 805.832.4993

M 213.334.1807

E nscanlon@swinerton.com

swinerton.com

<image002.png>

From: Jonattan Gonzalez [<mailto:JGonzalez@sheldonmech.com>]

Sent: Thursday, August 23, 2018 8:31 AM

To: Nalani Scanlon <NScanlon@swinerton.com>

Cc: Juan Chavolla <Juan@sheldonmech.com>; Dillon Bouté <dillon@sheldonmech.com>; Trevor Notch <TNotch@sheldonmech.com>; Bill Gray <BGray@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>

Subject: Lemonwood RFI-19 Kindergarten Exhaust Fans

Notice:

THIS EMAIL ORIGINATED OUTSIDE OF SWINERTON'S NETWORK.

- Swinerton BTech Services

Team,

Please see attached RFI for Lemonwood School. Please process at your earliest convenience. If you have any questions feel free to contact us.

Thank you,

<image001.jpg>

John Gonzalez

26015 Avenue Hall

Santa Clarita, CA 91355

Phone: 661-286-1361 x 207

Fax: 661-287-9086

jgonzalez@sheldonmech.com

<RFI-19 Kindergarten Exhaust Fans and CU-1 - SMC.pdf>



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 19 **DATE:** 8/23/2018

TO: Swinerton Builders **ATTN:** Bill Gray

JOB: Lemonwood K-8 (Reconstruction) [4274] **A/E:**

SUBJECT: Kindergarten Exhaust fans and CU-1 **REF:**

INFORMATION REQUESTED:

Per the IOR, EF 1-4, EF 2-4, EF -3-4 and CU-1 need to be relocated due to the proximity of the equipment to the edge of the building. Please confirm that the equipment that is being relocated per the attached Redlined Plans are acceptable.

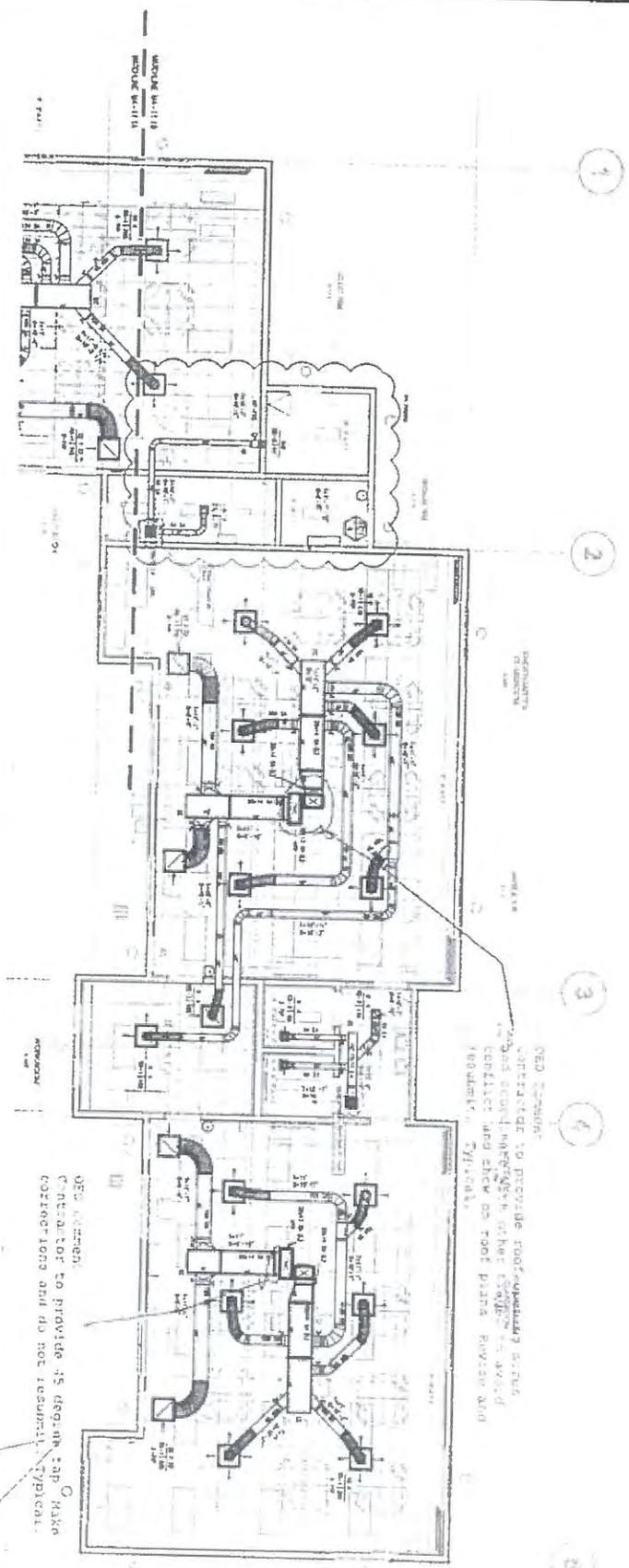
SUGGESTION:

REPLY REQUIRED Yes **COST IMPACT:** POSSIBLE **SCHEDULE IMPACT:** POSSIBLE

FURTHER ACTION: **STATUS:**

REPLY:

REQUESTED BY: Dillon Boute'



Note: Door Louvers by Others

SEE CONTRACT. CONTRACTOR TO COORDINATE WITH OTHER TRADES TO PROVIDE AN ACCESS TO ALL REGISTER LOCATIONS AND DO NOT OBSTRUCT.

SEE CONTRACT. CONTRACTOR TO PROVIDE IS DESIGN CAP MAKE CONNECTIONS AND DO NOT OBSTRUCT. TYPICAL.

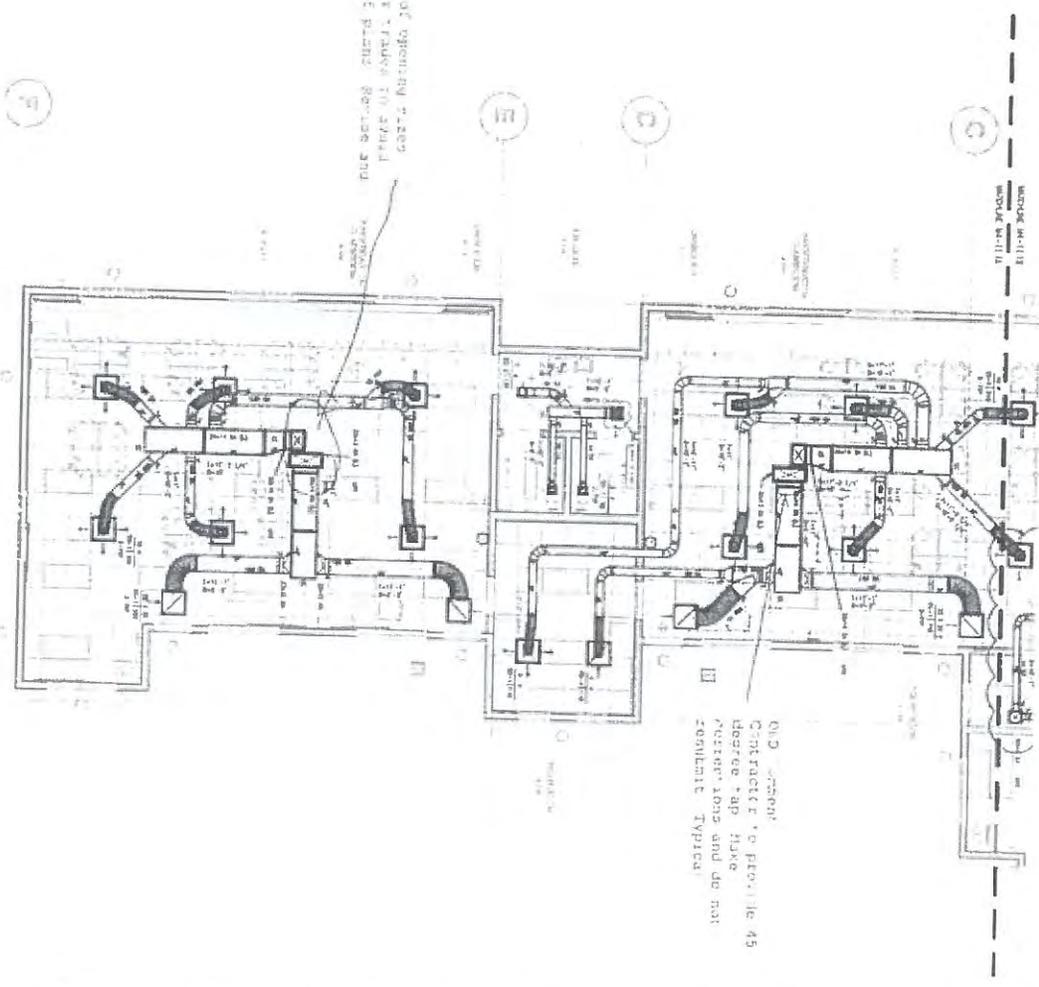
SEE CONTRACT. CONTRACTOR TO PROVIDE REGISTER ACCESS TO ALL REGISTER LOCATIONS AND DO NOT OBSTRUCT. TYPICAL.



MECHANICAL SHOP DRAWING KINDERGARTEN HVAC PLAN LEVEL ONE JOB TITLE: OXNARD SCHOOL DISTRICT LENOXWOOD K-8 RECONSTRUCTION JOB NUMBER: 2389 CARMEDE COURT OXNARD, CA 93453	DATE	REVISION																																																
	04/24/17	ISSUED FOR APPROVAL																																																
DATE: 04/20/18 BY: SMC SCALE: 1/4" = 1'-0" REFERENCE: M-111 JOB NO: 4324 M4-11.1A <small>© 2018 Sheldon Mechanical Corp.</small>	Sheldon Mechanical Corporation HVAC MECHANICAL CONTRACTOR			COORDINATION SIGN-OFF <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>FOR</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			NO.	DATE	BY	FOR																																								
NO.	DATE	BY	FOR																																															

OLD CONTRACTOR TO PROVIDE TYPICAL ROOF OPENING TYPES AND PROVIDE WITH OTHER TRADES TO AVOID CONFLICT AND SHOW ON ROOF PLANS PERIOR AND REQUIREMENT TYPICAL

Note: Door Louvers by Others



OLD CONTRACTOR TO PROVIDE 45 DEGREE TAP HAVE REGISTER TOPS AND BE NOT TYPICAL TYPICAL

NO.	DATE	REVISION
1	11/17/18	ISSUES FOR APPROVAL

MECHANICAL SHOP DRAWING
KINDERGARTEN HVAC PLAN LEVEL ONE

PROJECT: OXNARD SCHOOL DISTRICT
LEMONWOOD K-8 RECONSTRUCTION

2288 CARMICHAEL COURT
OXNARD, CA 93022

DATE: 09/20/18
SCALE: 1/4" = 1'-0"
BY: SMC
PROJECT: MA-11-18
JOB NO: 4374

Sheldon Mechanical Corporation
HVAC MECHANICAL CONTRACTOR

COORDINATION SIGN-OFF	
DATE	BY

SHeldon Mechanical Corporation
11111 11111 11111
11111 11111 11111



SWINERTON

28 January 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0510 ECDC Bulletin 05 AV Modifications

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Add AV components and locations to meet current OSD program requirements. Modify mounting location from a pendent hung to a wall mounted configuration

Phase	Category	Description	Subcontractor	Quote
061000	71140	Add AV components and locations to meet current OSD program requirements. Modify mounting location from a pendent hung to a wall mounted configuration	ABDELLATIF ENTERPRISES, INC.	3,116.33
101100	71140	Add AV components and locations to meet current OSD program requirements. Modify mounting location from a pendent hung to a wall mounted configuration	SWINERTON BUILDERS	3,295.12
			Subtotal	6,411.45
007480	71160	Subguard	1.15%	73.73
			Markup Subtotal	73.73
			PCI Total	6,485.18

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **6,485.18**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.



SWINERTON

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/28/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Change Order #

7

DATE: December 23, 2019

PROJECT: Lemonwood ECDC

Add T.V. blocks and finish the shear at 7 different locations

Description	Qty	Unit	Unit Price	Extension
1/2x4x8 Plywood	7		\$ 25.00	\$ 175.00
Material Subtotal				\$ 175.00
Material Sales Tax			9.50%	\$ 16.63
CA Additional Lumber Assessment			1%	\$ 1.75
Material Total				\$ 193.38
Labor	32	hour	\$78.64	\$ 2,516.48
Subtotal				\$ 2,709.86
Profit & Overhead			15%	\$ 406.48
Subtotal Change Order				\$ 3,116.33
Total Change Order				\$ 3,116.33



DAILY TIME AND MATERIAL RECORD

School Name: Lemonwood K8
 Project Name: Lemonwood
 Project Description: school
 Issued To: Swinerton

Report No.: _____
 Date Performed: _____
 Date of Report: _____
 CD No.: _____

Description of Added Scope of Work:

Add T.V. blocks and finish the shear at 7 different locations

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:

2 days - Jesus Arcinega 8 Hrs total 16 Hrs
 2 days - Pablo Arias 8 Hrs total 16 Hrs

Material Description:

7 sheets of 4x8x1/2"

Approval Issued By:


 Signature & Title

Bill Gray
 Name (Printed)

10/22/19
 Date

SWINERTON



OCLA SPECIALTIES GROUP
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

CHANGE ORDER REQUEST

To: Swinerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614
Attn: Bill Gray

Date: 01/27/20
Job Name: Lemonwood ECDC
SCSPSG COR Number: 007
SBBG Reference Number: N/A

Description of Work:

- Provide cutouts for TV mounting brackets at 12 locations per Bulletin #5 as tracked by T&M Ticket #10131.

Cost Breakdown:

I.	Material Cost	Line Item 1	\$	243.56
II.	Labor Cost	Line Item 2	\$	2,621.76
III.	Project Administration Cost	Line Item 3	\$	-
IV.	Subcontract Cost	Line Item 4	\$	-
V.	Mark Up Cost	Line Item 5	\$	429.80
	Total	Sum of I-VI	\$	3,295.12

Total Change Order Amount: \$3,295.12



ARCHITECTS

SVA Architects, Inc.
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707
T: (949) 809-3380 F: (949) 809-3381
www.sva-architects.com

Lemonwood Elementary School – Early Childhood Development Center
Bulletin #5 Narrative

Revision:

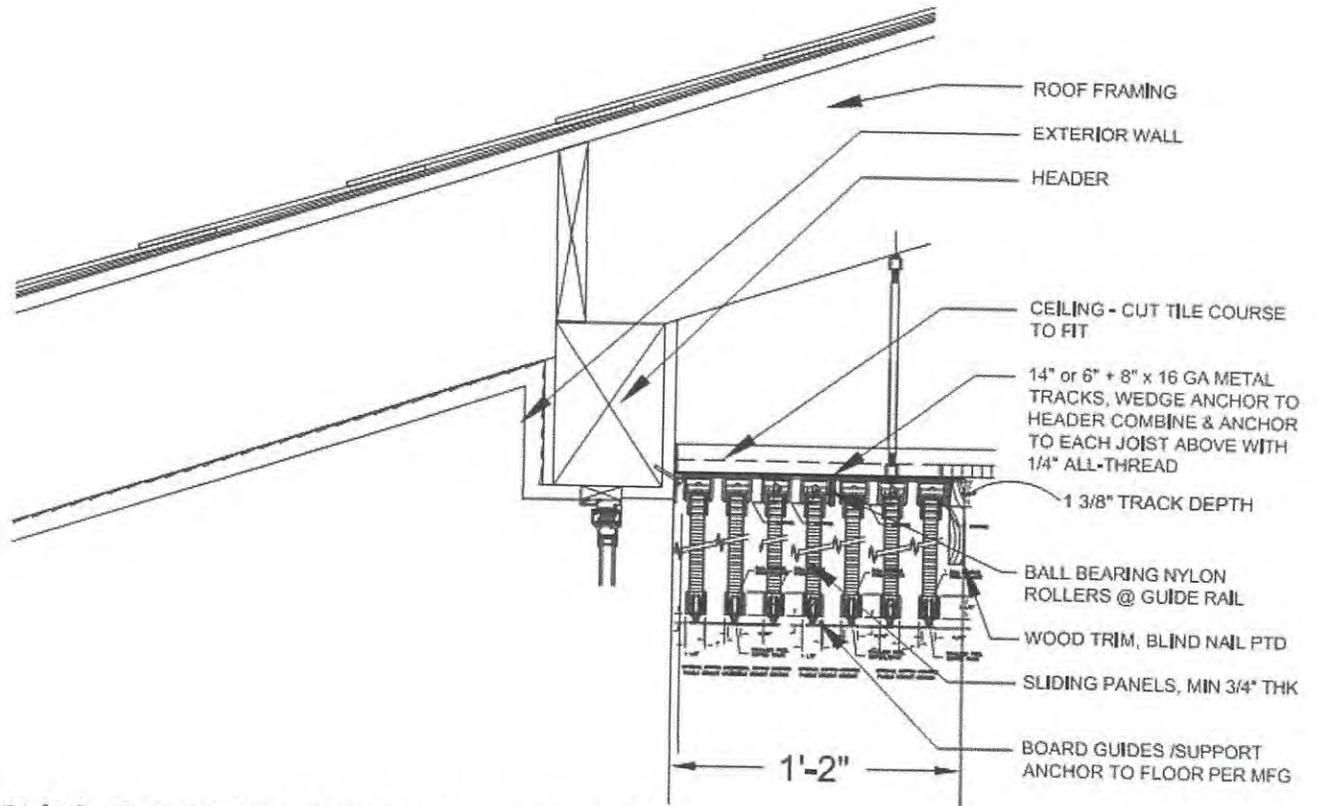
October 1, 2019

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner. All revisions herein shall be fully documented in the "as-built" records by the contractor*

Changes to Drawings and/or Specifications:

1. Revisions to Sliding Boards Attachment
 - a. Sliding board systems shall be installed in suspended track at the ceiling in lieu of the detailed furrdown assembly. The combined 6" and 8" track shall create a continuous 14" wide track the full length of the wall for the guides application. The board supplier shall include stops and accessories for proper movement and maintain clearance at openings and circulation.
 - b. The Writing / Tack boards installed in the same area as the video monitor shall be custom sized to frame around the monitor mounting bracket as well as block-outs for power and data accurately placed so the trim components will hide all rough-in edges. Refer to attached revised elevations.

<p>Attachments: Detail 9/A-65.6 Revised Interior Elevations at Writing/Tack boards</p>	<p>Distribution: District Contractor IOR</p>
---	---



SLIDING WRITING BOARDS @ WINDOWS

LEMONWOOD ELEMENTARY - ECDC
SVA ARCHITECTS

9/28/19
OXNARD SCHOOL DISTRICT



SWINERTON

July 26, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0513 Modify FDC per LJHA direction

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

According to LJHA, the FDC installed per contract documents must be relocated to allow access from the sidewalk, not the playfield as indicated in the contract documents.

Phase	Category	Description	Subcontractor	Quote
323100	71140	According to LJHA, the FDC installed per contract documents must be relocated to allow access from the sidewalk, not the playfield as indicated in the contract documents. Create an opening in the existing chainlink fencing on Carnegie Court to allow Fire Dept. access to relocated FDC	CROWN FENCE CO., INC.	2,203.72
330200	71140	According to LJHA, the FDC installed per contract documents must be relocated to allow access from the sidewalk, not the playfield as indicated in the contract documents. Furnish and install 4" pipe and fittings to re-direct FDC to Carnegie Court	BALI CONSTRUCTION INC.	3,391.32
			Subtotal	5,595.04
007480	71160	Subguard	1.15%	64.34
			Markup Subtotal	64.34
			PCI Total	5,659.38

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **5,659.38.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency



SWINERTON

Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/31/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CROWN FENCE

Since 1923

Date: 08/26/19

Contractor Name: Swinerton Builders

Job Name: Lemonwood

Authorization No: _____

ADDITIONAL DESCRIPTION:

Cut hole in existing fence for fire access

1 LABOR

Taxable wage plus non-taxable fringe benefits:

TRADE	HOURS		RATE / HR	=	
	0.00	X	0.00	=	0.00
Foreman:	8.00	X	70.58	=	564.64
Foreman 1.5 OT (Travel time)	4.00	X	94.45	=	377.80
Journeyman:	8.00	X	68.02	=	544.16
Journeyman 1.5 OT	0.00	X	90.61	=	0.00
Operating Engineer	0.00	X	89.22	=	0.00
Operating Engineer 1.5 OT	0.00	X	119.81	=	0.00
	0.00	X	0.00	=	0.00
	0.00	X	0.00	=	0.00
LABOR TOTAL:					1486.60

MATERIAL

DESCRIPTION	UNITS		\$ / UNIT	=	
SEE ATTACHED INVOICE	1.00	X	50.00	=	50.00
	0.00	X	0.00	=	0.00
MATERIAL TOTAL:					50.00

TOTAL LABOR + MATERIAL	1536.60
MARK-UP 15%	230.49

2 SUBCONTRACTORS

COMPANY NAME	WORK PERFORMED	TOTAL
		0.00
		0.00
		0.00

TOTAL SUBCONTRACTORS	0.00
MARK-UP 5%	0.00

3 EQUIPMENT

Bare Equipment Costs

DESCRIPTION	HOURS		RATE / HR	
Utility /Crew Truck	8.00	X	39.96	319.68
Welder Generator	8.00	X	7.50	60.00
Hydraulic Excavator	0.00	X	48.34	0.00
Ramp truck / flatbed	0.00	X	32.48	0.00
Towable Compressor	0.00	X	16.81	0.00
Towable Cement Mixer	0.00	X	3.72	0.00
Fork Lift 6 K-8K	0.00	X	37.77	0.00
	0.00	X	0.00	0.00

TOTAL EQUIPMENT COSTS	379.68
MARK-UP 15%	56.95

SUPPLEMENTAL COSTS:

DESCRIPTION	HRS- UNIT		\$ / HR - UNIT	
FREIGHT	0.00	X	0.00	0.00
Packaging	0.00	X	0.00	0.00
Submittals/Shop Drawings	0.00	X	0.00	0.00
Mobilization	0.00	X	0.00	0.00
	0.00	X	0.00	0.00

TOTAL SUPPLEMENTAL COSTS	0.00
MARK-UP 15%	0.00

SALES TAXES

0.00	% of	\$50	0.00
------	------	------	------

SUBTOTAL

2203.72

BOND

0.00	% of	\$2,204	0.00
------	------	---------	------

4 TOTAL COST

\$ 2,203.72



9852 Joe Vargas Way
S. El Monte, CA 91733
Telephone (626) 442-8003
Fax (626) 442-8315

September 3, 2019

Swinerton Builders
17731 Mitchell North Suite 200
Irvine CA 92614

Attention: Bill Gray

Email: Bgray@swinerton.com

Reference: Lemonwood Elementary
2200 Carnegie Court
Oxnard CA 93033
GC Contract # 16055106-005
GC Job # 16055106
Bali Project # 16-043

Subject: C.O.R. Number 38
Describe Work: FDC

Bill Gray

We hereby submit our Change Order Request for the above referenced project. All work was performed and completed as directed by your company on a time and material basis.

We have attached, for your review, signed extra work tickets to substantiate all costs incurred. Any additional costs associated with this work will be submitted on a subsequent change order. Below is a cost summary.

<u>Date</u>	<u>Ticket #</u>	<u>Amount</u>
8/14/2019	1224	3,027.00

WESTERN WATER WORKS
INV # 241486-00

Pipe stands & 90° fittings
TOTAL

364³²
\$3,027.00 + 364³² = 3391³²

Bali Construction, Inc. requests a formal Contract Change Order be issued immediately. Thank you for your prompt attention to this matter.

If you have any questions, please call.

Best Regards,

Kevin Delate
Bali Construction, Inc.

26, 6/26/19

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

To: Swinerton Builders

Ticket #: 1224

Date: Wednesday, August 14, 2019

Order Taken By: Cale Stevenson

Job Number: 16-043

Job Name: Lemonwood Elementary

Job Location: Oxnard CA

Customer Ref. Number:

COR # 38

Description of Work				Equipment			
				Description	Hours	Bare Rate	Amount
Excavated 7' down to cut in a 6" x 4" SDR35 "Y" and ran a 10' lateral (4") toward the bldg. Removed FDC head to inst. A 10' x 4" nipple out to property line.				MOBILIZATION		\$ 2,500.00	
				(Unit 104) Excavator 9060		\$ 207.14	
				(Unit 100) Excavator 9050		\$ 171.13	
				(Unit 102) Excavator EX300		\$ 143.86	
				(Unit 101) Excavator MEX 200		\$ 86.00	
				(Unit 103) Excavator CX 240		\$ 118.00	
				(Unit 105) Excavator PC128		\$ 65.00	
				Excavator Mini		\$ 50.00	
				Loader 721		\$ 91.17	
				Loader 821/938		\$ 111.44	
				Loader 521		\$ 70.00	
				Backhoe		\$ 58.00	
				Water Truck (2,000gal)		\$ 50.98	
				Dump Truck (10cy)(Operated)		\$ 85.00	
				Dump Truck (6cy)		\$ 50.98	
				Utility Truck w/ Fuel Tank	8	\$ 33.46	\$ 267.68
				Pick Up Truck		\$ 27.33	
				Yard Truck		\$ 25.00	
				Super 10 Dump Truck		\$ 95.00	
				Air Compressor w/ tools		\$ 21.23	
Saw Truck		\$ 65.00					
Bobcat Skid Steer		\$ 29.13					
Total Equipment						\$ 268.00	
Material/ Outside Services				Subcontractor Charges			
Qty	Description	Unit Price	Amount				
1	Sunbelt Rentals Invoice 92477409-0002	\$ 484.41	\$ 484.41	Total Subcontractor			
1	Ferguson Invoice 0685692	\$ 99.21	\$ 99.21				
				Labor Rates 7/1/2019 thru 7/1/2020			
				Description	Hours	Rate	Amount
				Laborer Foreman	8	\$ 83.19	\$ 665.52
				Laborer	16	\$ 69.68	\$ 1,114.88
				Operator		\$ 89.89	
				Carpenter		\$ 74.41	
				Cement Mason		\$ 72.86	
				Operator Foreman O.T.		\$ 128.61	
				Operator O.T.		\$ 119.82	
				Laborer O.T.		\$ 92.10	
				Carpenter O.T.		\$ 99.73	
				Cement Mason O.T.		\$ 95.07	
				Laborer Foreman 2x O.T.		\$ 137.32	
				Operator 2x O.T.		\$ 149.74	
				Laborer 2x O.T.		\$ 114.53	
				Carpenter 2x O.T.		\$ 125.06	
				Cement Mason 2x O.T.		\$ 117.27	
				24	Total Labor		\$ 1,780.00
				Total Materials			\$ 584.00
				Total Equipment			\$ 268.00
				Total Subcontractor			
				Total Labor			\$ 1,780.00
				Subtotal			\$ 2,632.00
				Mark-up Materials		15%	\$ 88.00
				Mark-up Equipment		15%	\$ 40.00
				Mark-up Subcontractor		5%	\$ -
				Mark-up Labor		15%	\$ 267.00
				Subtotal with Mark-ups			\$ 3,027.00
				Bond			\$ -
				Total			\$ 3,027.00
Total Material			\$ 584.00				

Bali Construction, Inc.

Extra Work Ticket

1224

Date: 8/14/19

Job Name: LEMONWOOD

Bali Foreman: ADRIAN MEDINA

Contractor: SWINDERTON BLDGS.

Bali Job Number: 16-043

GC Tracking Number: _____

Work Completed: Yes / No _____

(SEWER/FDC)

Bali COR#: _____

Description of Extra Work Being Performed

EXCAVATED 7' DOWN TO CUT IN A 6" X 4" SDR35 "Y" AND RAN A 10' LATERAL (4") TOWARD THE BLDNG. REMOVED F.D.C HEAD TO INS. A 10' X 4" NIPPLE OUT TO PROPERTY LINE.

Bali Yard Stock Material

Bali Equipment

Qty	Description of Material Provided	Description	Unit #	Qty	Hours
		Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator RENTAL		1	8
		Compaction Wheel - excavators			
		Loader			

Vendor Provided Material

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Description	Unit #	Qty	Hours
				Bobcat Skid Steer RENTAL		1	8
				Backhoe			
				Compaction Wheel - Backhoe			
				Backhoe - Breaker			
				Water Truck (2,000 gal)			
				Air Compressor w/ Tools			
				Pick UP Truck			
				Utility Truck W/ Fuel Tank	A30	1	8
				Sawcut Truck			
				Cones / Delineators			
				Traffic Signs			

**FERGUSON / REFER TO # 0686085
W.W. WORKS**

Rental Equipment & Outside Vendors & Misc

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Description	Unit #	Qty	Hours
				Arrow Boards			
				Light Tower			
				Yard Truck Delivery			
				Dump Truck			

Labor

Names	Class	Reg	OT	DT
ADRIAN MEDINA	LF	8		
PABLO HERNANDEZ	L	8		
ADRIAN MEDINA JR	L	8		

Subcontractor Charges

Qty	Vendor Name	Description of Service	Shipping/Invoice #	Description	Unit #	Qty	Hours

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
D = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: _____

Bali Foreman: ADRIAN MEDINA 502

Signature: [Signature] Date: 8/14/19

Signature: [Signature] Date: 8/14/19

Print Name: _____ Title: _____



INVOICE

SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	92477409-0002
ACCOUNT NUMBER	76892
INVOICE DATE	8/22/19

PAGE 1

INVOICE TO

BALI CONSTRUCTION INC
 9852 E JOE VARGAS WAY
 SOUTH EL MONTE, CA 91733

JOB ADDRESS

2200 CARNEGIE COURT, OXNARD
 BALI CONSTRUCTION INC
 2200 CARNEGIE COURT
 LEMONWOOD SCHOOL
 OXNARD, CA 93033 4038
 C#: 626-442-8003 J#: 626-890-7920

RECEIVED BY PICKETT, SAM	CONTRACT NUMBER 92477409
PURCHASE ORDER NUMBER 16043	
JOB NUMBER 16-043	
BRANCH 0664 CAMARILLO CA PC664	
210 N WOOD ROAD CAMARILLO, CA 93010 805-484-0501	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	6,000LB MINI EXCAVATOR 10008765 Make: JOHN DEERE Model: 26G Ser #: 1PF026GXKJK263379 HR OUT: 438.400 HR IN: 450.800 TOTAL: 12.400 Billed from 8/06/19 thru 8/14/19 Meter from prior exchange is 4.900 Meter from prior exchange is 4.900	215.00	215.00	765.00	1755.00	1195.00
1	2100-2800LB TRACK SKIDSTEER 957901 Make: KUBOTA Model: SVL75-2 Ser #: 25859 HR OUT: 767.900 HR IN: 775.100 TOTAL: 7.200	285.00	285.00	1015.00	2205.00	1585.00
1	COMPACTION WHEEL BACKHOE 958008 Make: ACOMP Model: 12" WHEEL MINI Ser #: SLO0815	40.00	40.00	120.00	365.00	200.00
1	24" COMPACT EXCAVATOR BUCKET					N/C
1	SKIDSTEER LOADER BUCKET #SMOOTH					N/C
Rental Sub-total:						2980.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	22.350			22.35
1	CA .75% HEAVY EQUIP. RENTAL TAX	EA				N/C
1	RF					
RETURNED FULL						
DELIVERY CHARGE						75.00
CONTINUED						

2980.84 / = 484.41

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	



INVOICE

SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	92477409-0002
ACCOUNT NUMBER	76892
INVOICE DATE	8/22/19
PAGE 2	

INVOICE TO
 BALI CONSTRUCTION INC
 9852 E JOE VARGAS WAY
 SOUTH EL MONTE, CA 91733

JOB ADDRESS
 2200 CARNEGIE COURT, OXNARD
 BALI CONSTRUCTION INC
 2200 CARNEGIE COURT
 LEMONWOOD SCHOOL
 OXNARD, CA 93033 4038
 C#: 626-442-8003 J#: 626-890-7920

RECEIVED BY PICKETT, SAM	CONTRACT NUMBER 92477409
PURCHASE ORDER NUMBER 16043	
JOB NUMBER 16-043	
BRANCH 0664 CAMARILLO CA PC664 210 N WOOD ROAD CAMARILLO, CA 93010 805-484-0501	

SALES ITEMS:			
Qty	Item number	Unit	Price
	PICKUP CHARGE		75.00
FINAL BILL: 8/06/19 06:30 AM THRU 8/14/19 03:30 PM.			
			3152.35

SUBTOTAL	3152.35
TAX	238.49
INVOICE TOTAL	3390.84

NET DUE UPON RECEIPT

RENTAL RETURN

504

FERGUSON
WATERWORKS
 11909 TECH CENTER COURT
 POWAY, CA 92064

Please contact with Questions: 858-391-3700

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0686088	\$190.27	1817	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1083
 PO BOX 740827
 LOS ANGELES, CA 90074-0827

SHIP TO:

BALI CONSTRUCTION INC
 9852 E JOE VARGAS WAY
 S EL MONTE, CA 91733-0095

COUNTER PICK UP
 3681 MARKET ST
 VENTURA, CA 93003-5107

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1084	1084	CA56VE	16-043	TMR	16-043	08/14/19	IO 54883
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	1	IGCP	4 GALV MI 150# COUP		135.790	EA	135.79
1	1	IGNPU	4X6 GALV STL NIP		40.800	EA	40.80
INVOICE SUB-TOTAL							176.59
TAX						Ventura/Ventura	13.68
ITEM CODE		DESCRIPTION	NOTICE				
IGCP		4 GALV MI 150# COUP	<!-- WARNING: Cancer and Reproductive Harm --> www.P65Warnings.ca.gov				
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR "PUBLIC USE" IN CALIFORNIA.							

Thank you for your business



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$190.27
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



FERGUSON WATERWORKS #1084
 3681 MARKET ST
 VENTURA, CA 93003-5107

PHONE: 805-644-7279 FAX: 805-644-8079
 REQUIRED DATE SHIP WHS. SELL WHS.

STOCK SALES ORDER

CUSTOMER NO. 08/16/19 1084 1084
 CUSTOMER ALPHA CONTRACT NO. BALICORRE
 ORDER DATE 08/14/19 ORDERED BY ADRIAN
 BID NO. 1084

SHIP VIA CPU COUNTER PICK-UP
 PCS BAGS BOXES CRATES LENGTHS BUNDLES
 SHIP DATE 8/14/19 DELIVERED BY CR

SHIP WT. UNIT PRICE U/M TOTAL
 135.790 EA
 40.800 EA

PACKED BY CHECKED BY
 P.O. NO. AISLE
 5-5 1b
 4-4 1b

ROUTE NO. RUN NO. DEF
 ROUTE DESC. CPU COUNTER PICK-UP
 OML CONTACT CPU Ventura
 VENDOR CPU Ventura
 VENDOR PO. NO.

WRITER SALESMAN
 TAG PO. NO. TMR
 14 AUG 2019 15:22

INSTRUCTIONS
 S COUNTER PICK UP
 H 3681 MARKET ST
 I VENTURA, CA 93003-5107
 T O

ATTN: ADRIAN
 JOB NAME
 15-043

LINE	ORDER QTY.	SHIP QTY.	BO	QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL
1	1	1	0	0	16CP	4 GALV MI 150# COUP	135.790	EA	
2	1	1	0	0	16NPU	4X6 GALV STL NIP	40.800	EA	
<p>DESCRIPTION NOTICE</p> <p>4 GALV MI 150# COUP</p> <p>WARNING: Cancer and Reproductive Harm www.P65Warnings.ca.gov</p>									
<p>LEGAL WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable lead in potable water systems anticipated for human consumption. Products with "MP" in the description are not lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.</p>									
<p>PER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are allowed for public use in California.</p>									
<p>0 RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES. SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.</p>									

STOCK SALES ORDER
 DATE: 8/14/19
 TERMS:



WESTERN WATER WORKS SUPPLY COMPANY

5831 PINE AV CHINO HILLS, CA - 91709
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a Grand Guarantee Club Member.

We Guarantee:

- Accurate Orders
- Accurate Billings
- Accurate Delivery Times

Or we will give you \$1000

Member Since 2007

INVOICE

INVOICE #			
541480-00			
PO #			
16-043			
QUOTE #	PO DATE	INVOICE DT	PAGE #
0	08/09/19	08/13/19	1 of 1

CUST #: 2040

BILL TO
BALI CONST INC 9852 E JOE VARGAS WY S EL MONTE, CA 91733-30

SHIP TO
BALI CONST INC 2200 CARNEGIE COURT OKNARD, CA 93033

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	SANTA FE SPRINGS	WILL CALL	08/12/19	NET 30 DAYS

CONTACT	Adrian Medina
MOBILE PHONE	(626) 512-9981

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	04WT20NP# GF 4" DUAL WALL WATER TIGHT PIPE	280	0	280	FT	1.50	420.00
2	GFE0445-SP# 4 45 DEGREE ELBOW BELLED GF HDPE	5	0	5	EA	15.70	78.50
3	GFT0404-SP# 4 TEE BELLED GF HDPE	2	0	2	EA	18.34	36.68
4	GFE0490-SP# 4 90 DEGREE ELBOW BELLED GF HDPE	8	0	8	EA	15.70	125.60
5	GFT0604-SP# 6X4 REDUCING TEE BELLED GF HDPE	1	0	1	EA	56.81	56.81
6	EC04-GF-SP# 4 END CAP BELLED GF HDPE	1	0	1	EA	29.38	29.38
7	SC04# 4 SPLIT COUPLER GF HDPE	4	0	4	EA	1.99	7.96
8	SC06# 6 SPLIT COUPLER GF HDPE	2	0	2	EA	4.81	9.62
9	PS-200S PIPE SUPPORT W/1-1/2 RISER (SADDLE MOUNT)	2	0	2	EA	126.40	252.80
10	GL90-04 4 GALV 90	1	0	1	EA	73.40	73.40
11	TPT 3/4X520 PTFE PIPE TAPE	5	0	5	EA	0.70	3.50
11	Lines Total	Qty Shipped Total		311	Total	1094.25	
					Taxes	114.89	
					Invoice Total	1209.14	



SWINERTON

15 November 2019

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0541 Eliminate TPO roofing and tapered insulation, install wood framed crickets, provide two leader head and downspout drains, provide underground storm drain piping and transition fittings for downspouts, and provide roof insulation where tapered insulation was eliminated

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.

Phase	Category	Description	Subcontractor	Quote
061000	71140	Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.	ABDELLATIF ENTERPRISES, INC. Plywood crickets	5,871.66
072100	71140	Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.	DJ Insulation Inc Roof insulation	1,200.00
075400	71140	Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.	LETNER ROOFING COMPANY Eliminate TPO and tapered insulation	-13,477.00
220010	71140	Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.	CITY COMMERCIAL PLUMBING, INC. Downspout transition	1,173.00
330200	71140	Eliminate TPO roofing and Styrofoam crickets. Add plywood crickets, batt insulation, scuppers, leader head and downspout, and extend storm drain.	BALI CONSTRUCTION INC. Underground storm drain piping	4,167.00
			Subtotal	-1,065.34
007480	71160	Subguard	1.15%	.00
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	-54.82



SWINERTON

			Markup Subtotal	-54.82
			PCI Total	-1,120.16

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-1,120.16**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

[Handwritten signature]
Date: 11/15/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

FCI 541



Lemonwood ECDC CO #3

Addition Cost associated with installing wood roof crickets in lieu of built up roof crickets per plan.

Description: Build 3 roof crickets out of wood per request of Swinerton.

Labor

Build crickets	48 hours	Rate	\$ 78.64 hour	\$ 3,774.72
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Material

			Price	
1/2x4'x8' CDX plywood	26 pc		\$ 24.89 lf	\$ 647.14
2x6x20' DF	22 pc		\$ 19.20 each	\$ 422.40
2x6x14' DF	2 pc		\$ 13.44 each	\$ 26.88
2 3/8 x .148 plywood nails	1		\$ 55.00	\$ 55.00

Equipment

None

Material Delivery		\$ 75.00
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Profit and Overhead	15%	\$ 750.17
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Material Tax Lumber 9.5% + 1% lumber tax		\$ 115.12
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Material Tax Other 9.5%		\$ 5.23
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Change order Total		\$ 5,871.66
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CA LICENSE # 856787, C-2

Insulation & Acoustical

3645 Saviers Rd. Suite 14 Oxnard, CA 9303

(805) 276-0889 Hector / (805) 483-4651 Fax

DATED: 10/18/2019

CONTRACT / PROPOSAL

Reference/// H J

Contract Swinerton

Jobsite Lemonwood K-8 School LLB

Attn.

Office Phone:

Phone

Office Fax:

WE PROPOSE TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE FOLLOWING:

Description	SPECTS Section 07210	PRICE
Install R30 FSK under roof to eliminate TPO roofing		

TOTAL PROPOSAL: \$ 1200.00

- CALL HECTOR JIMENEZ TO SCHEDULE (805) 276-0889
- PRICES SUBJECT TO MATERIAL AVAILABILITY AND MANUFACTURER'S PRICE INCREASES
- MINIMUM OF 48 HOURS NOTICE REQUIRED FOR INSTALLATION

TERMS: Payment upon completion of subcontractor's work. No contract retainer held.

If Contractor/Owner permits bidder to commence any work, bidder's terms and conditions will be deemed accepted in full and will constitute the contract between parties, notwithstanding any provisions in the contract document to the contrary. Performance of work to be done in accordance with the best developed techniques and limited to the scope of work as specified above.

Payment of approved subcontractor invoice is not contingent upon payment from owner unless owner's payment is withheld due to subcontractor's non-performance of work. Subcontractor will provide intermediate or broad form indemnification clauses to the extent of and only to the extent loss or damage caused by subcontractor. Subcontractor will provide "additionally insured" coverage to the owner, general contractor and his agents as secondary insurance to the general contractor's insurance, if requested by GC. The subcontractor carries Workman's Compensation, Public Liability and Property Damage Insurance. This price is subject to change contingent upon change in job conditions, scope of work, or if time frame of completion is different from what is contained herein. This proposal is based on the current price of labor and materials.

All accounts are due and payable upon completion of work. A finance charge of 1½% per month which is 18% per annum will be charged on the unpaid balance of past due accounts. Title of said merchandise shall not pass to purchaser until all sums due hereunder are fully paid. Customer agrees to pay a reasonable attorney's fee and other costs of collection after default and referral to an attorney. For the purpose of this action the venue shall be in the Judicial District of Ventura County Superior Court. A trip charge will be levied for extra trips resulting from erroneously scheduled work. Returned checks will be charged \$25.00 each.

ACCEPTANCE OF CONTRACT

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Buyer agrees to pay collection fees. 1½% per month will be charged on all past due accounts.

Signature _____ Date _____
 Signature _____ Date _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 60 DAYS; THE RIGHT IS RESERVED TO SUBMIT NEW PROPOSAL.



CHANGE ORDER PRICING # 8074-20

Est. 1957
Lic. No. 689961

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

To: SWINERTON BUILDERS
865 SOUTH FIGUEROA STREET, STE 3000,
LOS ANGELES, CA, 90017
Phone 213/896-3400 Fax: 213/896-0027

Owner/Arch Reference # 16055106-034
Brief Description install TPO and Shingles on ECDC

Change Order Type CHANGE IN CONTRACT SCOPE
Submitted Date 9/12/2018

Accepted Date
Status PENDING

Approved CO NO

JOB:
LEMONWOOD K-8 SCHOOL LLB

JOB NO: 8074

Item No	Description	Qty/Unit	Unit Cost	Amount
<i>Install Firestone TPO at three locations per Roof plan. Install shingles where TPO will tie-in with shingles. Install shingles around one mechanical curb.</i>				
1	Firestone .060 TPO - 5'x100'	3.00 rolls	\$620.00	\$1,860.00
2	Firestone .060 TPO - Unsupported 24" x 5	2.00 rolls	\$275.00	\$550.00
3	1/2" Dens-deck Prime	12.00 sq	\$58.75	\$705.00
4	FIRESTONE ASAP 2 1/4"	1.00 m	\$180.12	\$180.00
5	Firestone LVOC Bonding Adhesive	4.00 5gal	\$183.75	\$735.00
6	Firestone TPO - Cut Edge Sealant	2.00 cart	\$85.00	\$170.00
7	Tapered ISO System	4.00 sq	\$358.37	\$1,433.00
8	GAF Timberline 25 Shingles 25-yr	10.00 sq	\$145.00	\$1,450.00
9	GAF 'Leatherback' 30# Felt 2 sq	5.00 rolls	\$55.00	\$275.00
10	Foreman Labor	16.00 hr	\$81.25	\$1,300.00
11	Labor / Single Ply	16.00 hr	\$74.95	\$1,199.00
12	Labor / Shingles	16.00 hr	\$74.95	\$1,199.00
			Tax	9.00 % \$662.00
			C.O. Overhead	10.00 % \$1,172.00
			C.O. Profit	5.00 % \$586.00

Original Contract Sum	\$	\$614,900.00
Pending Change Orders	\$	82,127.00
Approved Change Orders to Date	\$	27,861.00
Contract Sum prior to this Change Order	\$	\$642,761.00
Contract Sum increased/(decreased) by this Change Order	\$	\$13,477.00
Contract Sum including this Change Order	\$	\$656,238.00



Approved by: _____

Submitted by: Joe Suttie

Signature: _____ Date: _____

Signature: _____ Date: 09/12/2018



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

October 16, 2019

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD ECDC

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#9

DESCRIPTION: PROVIDE AND INSTALL TWO 4X3 TRANSITION PIECES FOR DOWNSPOUT/STORM DRAIN.

\$ 1,173.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD ECDC
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 592

CHANGE ORDER NO. 9

RE: PROVIDE & INSTALL TWO 4X3 TRANSITION PIECES FOR DWONSPOUT/SD

LABOR:	WAGES	HOURS	TOTAL
NEW LABOR RATE AS OF 9/1/19			
GEN FOREMAN	112.50	1.00	112.50
FOREMAN	105.64	4.00	422.56
TOTAL LABOR:			535.06
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			484.83
LABOR TOTAL:			535.06
SUBTOTAL:			1,019.89
OVERHEAD/PROFIT:	15.00%		152.98
SUBTOTAL:			1,172.88
TEXTURA FEES:			0.00
SUBTOTAL:			1,172.88
			0.00
			1,172.88
ROUND UP/DOWN:			\$1,173.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD ECDC
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 592
 CHANGE ORDER NO. 9

RE: PROVIDE & INSTALL TWO 4X3 TRANSITION PIECES FOR DWONSPOUT/SD

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
2	EA	MIFAB 4X3 R1510-12 DOWNSPOUT	2.00	4.00	195.30	390.60
2	EA	4" HUSKY COUPLING			27.10	54.20
LABOR & MATERIAL TOTAL				4.00		444.80
SALES TAX:					9.00%	40.03
TOTAL MATERIAL COST:						484.83

Location: _____

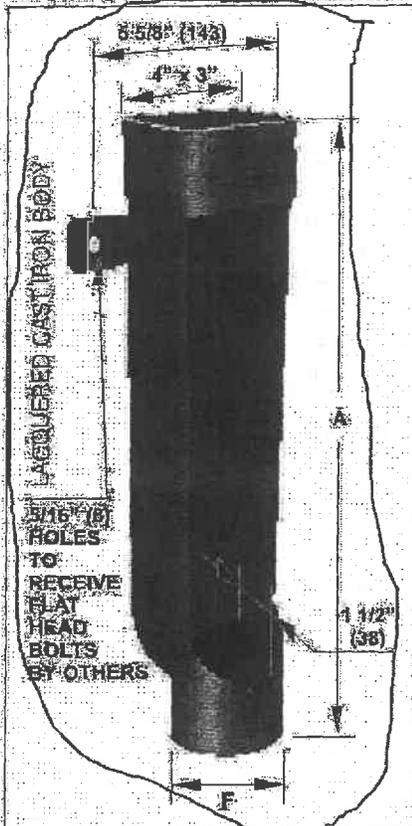


R1500

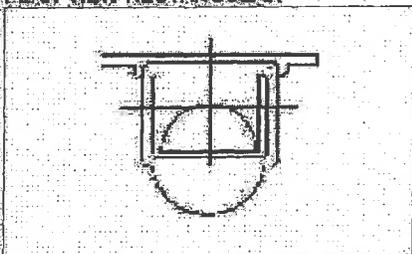
DOWNPOUT BOOTS

Specification: MIFAB® Series R1500 (specify type and size) lacquered cast iron downspout boot with wall securing clamp and hardware.

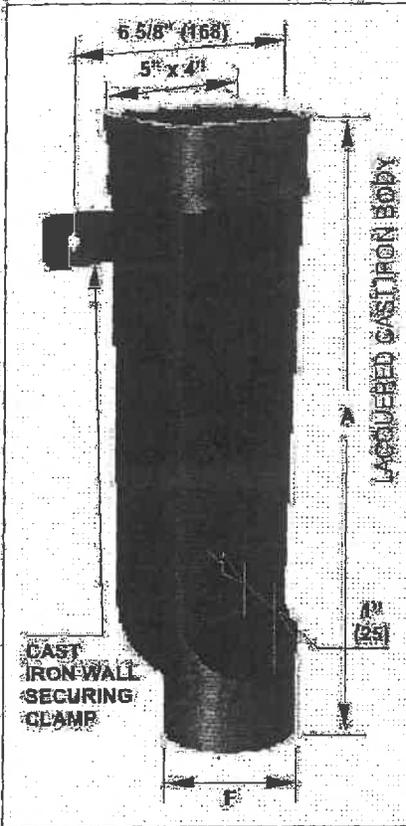
Function: Downspout boots are used as a transition piece for connecting sheet metal exposed downspouts to underground cast soil piping. Solid cast iron construction ensures that the bottom part of the exposed downspout is protected from damage.



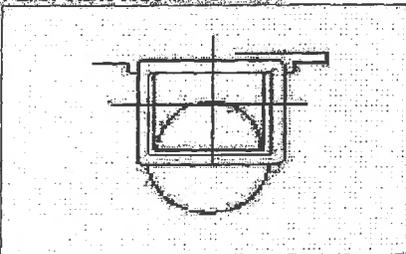
PLAN VIEW RECTANGULAR



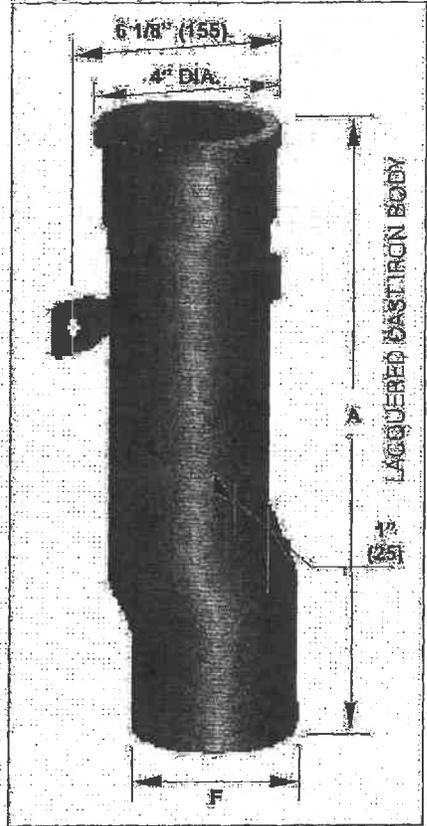
R1510
4" x 3" RECTANGULAR



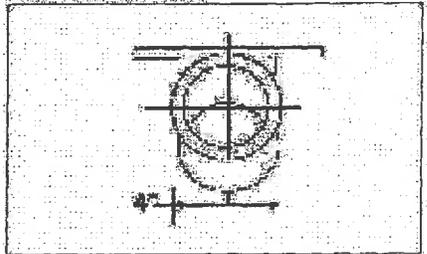
PLAN VIEW RECTANGULAR



R1520
5" x 4" RECTANGULAR



PLAN VIEW ROUND



R1530
4" ROUND

MODEL NO.	BODY SIZE	A LENGTH	F NO. HUB PIPE SIZE CONNECTION
<input checked="" type="checkbox"/> R1510-12	4" x 3"	12"	4"
<input type="checkbox"/> R1510-18	4" x 3"	18"	4"
<input type="checkbox"/> R1510-24	4" x 3"	24"	4"
<input type="checkbox"/> R1520	5" x 4"	24"	4"
<input type="checkbox"/> R1530	4" x DIA.	18"	4"

- SUFFIX**
- 13 All galvanized
 - ARBA ARBA (Stimulus Act) compliant product
 - BA Buy American Act compliant product

- SUFFIX**
- CA Cleanout access with plug
 - RA Pennsylvania Steel Act compliant product

N/A -

-N/A

Job Name: _____
 Section No: _____
 Schedule No: _____

Page No: _____
 Contractor: _____
 Purchase Order No: _____

516



9852 Joe Vargas Way
S. El Monte, CA 91733
Telephone (626) 442-8003
Fax (626) 442-8315

November 12, 2019

Swinerton Builders
17731 Mitchell North Suite 200
Irvine CA 92614

Attention: Bill Gray

Email: Bgray@swinerton.com

Reference: Lemonwood Elementary
2200 Carnegie Court
Oxnard CA 93033
GC Contract # 16055106-005
GC Job # 16055106
Bali Project # 16-043

Subject: C.O.R. Number 39
Describe Work: Added Roof Drains

Bill Gray

We hereby submit our Change Order Request for the above referenced project. All work was performed and completed as directed by your company on a time and material basis.

We have attached, for your review, signed extra work tickets to substantiate all costs incurred. Any additional costs associated with this work will be submitted on a subsequent change order. Below is a cost summary.

<u>Date</u>	<u>Ticket #</u>	<u>Amount</u>
10/21/2019	1246	4,167.00

TOTAL \$4,167.00

Bali Construction, Inc. requests a formal Contract Change Order be issued immediately. Thank you for your prompt attention to this matter.

If you have any questions, please call.

Best Regards,

Kevin Delate
Bali Construction, Inc.

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

Ticket #: 1246
 Date: Monday, October 21, 2019
 Order Taken By: Cale Stevenson
 Job Number: 16-043
 Job Name: Lemonwood Elementary
 Job Location: Oxnard CA
 Customer Ref. Number:
 COR # 39

To: Swinerton Builders

Excavated and installed (2) 4" storm drain roof drains on the north and south side of building.		Description	Hours	Bare Rate	Amount
		MOBILIZATION		\$ 2,500.00	
		(Unit 104) Excavator 9060		\$ 207.14	
		(Unit 100) Excavator 9050		\$ 171.13	
		(Unit 102) Excavator EX300		\$ 143.86	
		(Unit 101) Excavator MEX 200		\$ 86.00	
		(Unit 103) Excavator CX 240		\$ 118.00	
		(Unit 105) Excavator PC128		\$ 65.00	
		Excavator Mini		\$ 50.00	
		Loader 721		\$ 91.17	
		Loader 821/938		\$ 111.44	
		Loader 521		\$ 70.00	
		Backhoe		\$ 58.00	
		Water Truck (2,000gal)		\$ 50.98	
		Dump Truck (10cy)(Operated)		\$ 85.00	
		Dump Truck (6cy)		\$ 50.98	
		Utility Truck w/ Fuel Tank	8	\$ 33.46	\$ 267.68
		Pick Up Truck		\$ 27.33	
		Yard Truck		\$ 25.00	
		Super 10 Dump Truck		\$ 95.00	
		Air Compressor w/ tools		\$ 21.23	
		Saw Truck		\$ 65.00	
		Bobcat Skid Steer		\$ 29.13	
		Total Equipment			\$ 268.00
Charges					
Qty	Description	Unit Price	Amount		
1	Ferguson Invoice 0694303	\$ 171.48	\$ 171.48		
1	JR Tools Invoice 76791	\$ 685.00	\$ 685.00		
Total Subcontractor					
Labor					
		Description	Hours	Rate	Amount
		Laborer Foreman	8	\$ 83.19	\$ 665.52
		Laborer	16	\$ 69.68	\$ 1,114.88
		Operator	8	\$ 89.89	\$ 719.12
		Carpenter		\$ 74.41	
		Cement Mason		\$ 72.86	
		Operator Foreman O.T.		\$ 128.61	
		Operator O.T.		\$ 119.82	
		Laborer O.T.		\$ 92.10	
		Carpenter O.T.		\$ 99.73	
		Cement Mason O.T.		\$ 95.07	
		Laborer Foreman 2x O.T.		\$ 137.32	
		Operator 2x O.T.		\$ 149.74	
		Laborer 2x O.T.		\$ 114.53	
		Carpenter 2x O.T.		\$ 125.06	
		Cement Mason 2x O.T.		\$ 117.27	
			32	Total Labor	\$ 2,500.00
		Total Materials			\$ 856.00
		Total Equipment			\$ 268.00
		Total Subcontractor			
		Total Labor			\$ 2,500.00
		Subtotal			\$ 3,624.00
		Mark-up Materials	15%		\$ 128.00
		Mark-up Equipment	15%		\$ 40.00
		Mark-up Subcontractor	5%		\$ -
		Mark-up Labor	15%		\$ 375.00
		Subtotal with Mark-ups			\$ 4,167.00
		Bond			\$ -
		Total			\$ 4,167.00
Total Material		\$	856.00		

Bali Construction, Inc.

Extra Work Ticket



1246

Date: 10/21/19

Job Name: LEMONWOOD ELEMENT

Bali Foreman: ADRIAN MEDINA

Contractor: SWINERTON

Bali Job Number: 16-043

GC Tracking Number: _____

Work Completed: Yes No

(ADD ON ROOF DRAINS)

Bali COR#: _____

EXCAVATED AND INSTALLED (2) 4" STORM DRAIN ROOF DRAINS ON THE NORTH AND SOUTH SIDE OF BUILDING.

Bali Yard Stock Material				Bali Equipment				
Qty	Description of Material Provided			Description	Unit #	Qty	Hours	
				Bali Super Ten - Deliveries				
				Excavator				
				Mini Excavator RENTAL		1	8	
				Compaction Wheel - excavators				
				Loader				
				Bobcat Skid Steer RENTAL		1	8	
Vendor Provided Material								
Qty	Vendor Name	Description of Material	Shipping/Invoice #	Description	Unit #	Qty	Hours	
	FERGUSON TICKET # 91303			Backhoe				
				Compaction Wheel - Backhoe				
				Backhoe - Breaker				
				Water Truck (2,000 gal)				
				Air Compressor w/ Tools				
				Pick UP Truck				
				Utility Truck W/ Fuel Tank	A30	1	8	
				Sawcut Truck				
				Cones / Delineators				
				Traffic Signs				
Rental Equipment & Outside Vendors & Misc				Labor				
Qty	Vendor Name	Description of Material	Shipping/Invoice #	Names	Class	Reg	OT	DT
				ADRIAN MEDINA	LF	8		
				FLEMON COVARRUBIAS	L	8		
				ADRIAN MEDINA JR	L	8		
				JOE CID	OP	8		
Subcontractor Charges								
Qty	Vendor Name	Description of Service	Shipping/Invoice #					

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: _____

Bali Foreman: ADRIAN MEDINA 519

Signature:

Date: 10/21/19

Print Name: _____

Title: _____

Signature:

Date: 10/21/19



WATERWORKS

11909 TECH CENTER COURT
POWAY, CA 92064-7139

Please contact with Questions: 858-391-3700

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0694303	\$171.48	1817	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1083
PO BOX 740827
LOS ANGELES, CA 90074-0827

SHIP TO:

BALI CONSTRUCTION INC
9852 E JOE VARGAS WAY
S EL MONTE, CA 91733-0095

COUNTER PICK UP
3681 MARKET ST
VENTURA, CA 93003-5107

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH IO
1084	1084	CA56VE	16-043	TMR	LEMONWOOD	10/21/19	55510
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
40	40	SDR35PP20	4X20 SDR35 PVC GJ SWR PIPE		1.000	FT	40.00
1	1	MUL063105	6X4 PVC SWR GXGXG TEE		28.320	EA	28.32
4	4	MUL063214	4 PVC SWR GXG LT 90 ELL		9.720	EA	38.88
2	2	F105666	6 CI PVC X 6 CI PVC COUP		17.700	EA	35.40
2	2	F105644	4 CI PVC X 4 CI PVC COUP		8.280	EA	16.56
INVOICE SUB-TOTAL							159.16
TAX						Ventura/Ventura	12.32

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR PUBLIC USE IN CALIFORNIA.

Thank you for your business



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$1 520

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

FERROVIA WATERWORKS

FERROVIA WATERWORKS #1084
 3681 MARKET ST
 VENTURA, CA 93003-5107

PH: 805-644-7274 FAX: 805-644-8079
 BNO: 10/21/19
 ORDERED DATE: 10/21/19
 SHIP WBS: 1084
 SBL WBS: 1084

STOCK SALES ORDER

ORDER NO. 1010000
 CUSTOMER ALPHA CONTRACT NO. 1084
 BID NO. 1084

ORDER DATE: 10/21/19
 ORDERED BY: ADRIAN

CONSTRUCTION INC
 E. JOE YARRAS, CM
 EL MONTE, CA 91733-0085

COUNTER PICK UP
 3681 MARKET ST
 VENTURA, CA 93003-5107

SHIP VIA

SHIP VIA: CPU COUNT PICK UP
 PCS: BAGS, BOXES, CRATES, LENGTHS, BUNDLES
 SHIP WT: REVIEW CPU
 SHIP DATE: REVIEW CPU
 DELIVERED BY: REVIEW CPU

ROUTE NO. RUN NO. DEPRK
 ROUTE DESC. PACKED BY: Wm
 CHECKED BY:

ORDER QTY	SHIP QTY	AS QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	UM	TOTAL	ASBLIC
40	40	0	5DR35PP20	4X20 SDR35 PVC 6J SRR PIPE	1,000.00	FT		Y01A
1	1	0	MUL063105	6X4 PVC SRR 6X6X6 TEE	28,320.00	EA		U002
4	4	0	MUL063214	4 PVC SRR 6X6 LT 90 ELL	9,720.00	EA		U00F
2	2	0	F105666	6 CI PVC X 6 CI PVC COUP	17,700.00	EA		U00K
2	2	0	F105644	4 CI PVC X 4 CI PVC COUP	5,280.00	EA		U00K
RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES. REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS VARIABILITY.								TOTAL DUE

TERMS: 10/21/19

J.R. Tools & Equipment 866-635-3025

7610 Woodman Ave
Panorama City, CA 91402

818-780-3025 Phone
818-780-7770 Fax

www.jrtoolsequipmentrentals.com

Status: Closed

Invoice #: 76791

Invoice Date: Thu 10/31/2019

Date Out: Mon 10/21/2019 7:00AM

Operator: ORLANDO PEREZ

Terms: On Account

Customer #: 8924

BALI CONSTRUCTION INC

626-442-8003 Phone
626-442-8315 Fax

9852 JOE VARGAS WAY

South El Monte, CA 91733

Job No: 16-043

Salesman: RIGO

Qty	Item#	Items	Part#	Status	Returned Date	Price
2	6769	DELIVERY LA CITY ZONE		Pulled		\$150.00
1	6232	BOBCAT LOADER T590		Returned	Mon 10/21/2019 2:35PM	\$285.00
		Meter Out: 3428.7 Meter In: 3429.0 Total hours on meter: 0.3 4Hrs \$285.00 1day \$285.00 1week \$1,140.00 4weeks \$3,420.00 SMOOTH BUCKET				
1	6996	JOHN DEERE 35G MINI EXCAVATO		Returned	Mon 10/21/2019 2:35PM	\$250.00
		Meter Out: 1356.3 Meter In: 1357.8 Total hours on meter: 1.5 4Hrs \$250.00 8Hrs \$250.00 1day \$250.00 1week \$1,000.00 4weeks \$3,000.00 24" BUCKET				

Total for Not Defined \$685.00

Delivery Mon 10/21/2019 7:00AM

Pickup Wed 10/23/2019 4:12PM

ADRIAN MEDINA 626-512-9981

ADRIAN MEDINA 626-512-9981

2200 CARNEGIE CT
Oxnard, CA 93033

2200 CARNEGIE CT
Oxnard, CA 93033

Thank You for your Business!

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out".

CUSTOMER IS RESPONSIBLE FOR THEFT OF EQUIPMENT OR ANY DAMAGES TO EQUIPMENT.

I certify that I have read and agree to all terms of this contract.

Rental:	\$535.00
Delivery Charge:	\$150.00
Subtotal:	\$685.00
Total:	\$685.00
Paid:	\$522
Amount Due:	\$685.00

Signature: _____

BALI CONSTRUCTION INC



SWINERTON

December 19, 2019

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0554 ECDC RFI 427 Add thermostatic mixing valves

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Faucets in workroom are single lever. With both hot and cold water at these locations there is no way to control temperature. To avoid scalding user we have been directed to add a mixing valve at these locations

Phase	Category	Description	Subcontractor	Quote
220010	71140	ECDC- RFI 427 add thermostatic mixing valves in workrooms	CITY COMMERCIAL PLUMBING, INC.	878.00
			Subtotal	878.00
007480	71160	Subguard	1.15%	10.10
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	.00
			Markup Subtotal	10.10
			PCI Total	888.10

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **888.10**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation .



SWINERTON

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

[Handwritten signature]
Date: 12/29/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

SWINERTON

Request For Information # 00427

To:	SVA ARCHITECTS, INC.	RFI Date:	10/09/2019
Attention:	Gerald Michaels	Date Due:	10/09/2019
CC:	Jennifer MacIsaac	RFI Type:	Plumbing
	Paul Vernier	Priority:	High
	Dean Hawkins	Schedule/Activity ID:	
	Nalani Scanlon	Document Reference:	
		Spec Section:	
		Status:	Open

Subject: ECDC - Faucet, temperature control for S-1 sinks in workrooms

INFORMATION REQUESTED:

Requested By: Bill Gray

The S-1 sinks in the workrooms call for a single lever faucet and a bubbler. These sinks have hot water.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Provide a different model faucet that would be compatible with the specified sink, or add a thermostatic mixing valve, or ?

ANSWER:

Answered By: Herman Andres - OED

Date of Response: 2019-10-09

Furnish and install Chicago #131-ABNF thermostatic mixing valve or equal. See attached cut sheet.

ATTACHMENTS:

ACCESSORIES AND PARTS

131-ABNF



Product Type

ECAST® Thermostatic Mixing Valve

Features & Specifications

- Standard 3/8" compression inlets and outlet
- Integral inlet check valves to protect against cross-flow
- Adjustment cap with locking feature
- Brass body construction
- Corrosion resistant internal components
- Thermostatic wax element design
- Thermostat controls both hot and cold water
- Installs between the stop valves and the faucet
- Single use or multiple faucet installations
- Minimum supply pressure: 30psi (207 kPa); Hot inlet temperature: 100°F-180°F (38°C-82°)
- Outlet water temperature will be less than hot water inlet temperature
- Includes wall bracket
- Minimum Flow Rate: 0.35 gpm (@ min. 20 psi)
- Maximum Flow Rate: 4.6 gpm (@ min. 125 psi)
- Temperature Out: 80°F to 120°F (27°C to 49°C)
- ECAST® design provides durable construction with total lead content equal to or less than 0.25% by weighted average
- CFNow! Item Ships in 3 Days

Warranty

- Lifetime Limited Faucet Warranty
- 1-Year Limited Cartridge Warranty
- 1-Year Limited Finish Warranty
- 1-Year Manufacturing Material Defects Warranty

Codes & Standards

- CSA B125.3
- Certified to NSF/ANSI 61, Section 9 by CSA
- ASSE 1070/ASME A112.1070/CSA B125.70
- California Health and Safety Code 116875 (AB1953-2006)
- Vermont Bill S.152
- NSF/ANSI 372 Low Lead Content

Job Name _____

Item Number _____

Section/Tag _____

Model Specified _____

Architect _____

Engineer _____

Contractor _____

Submitted as Shown Submitted with Variations

Date _____



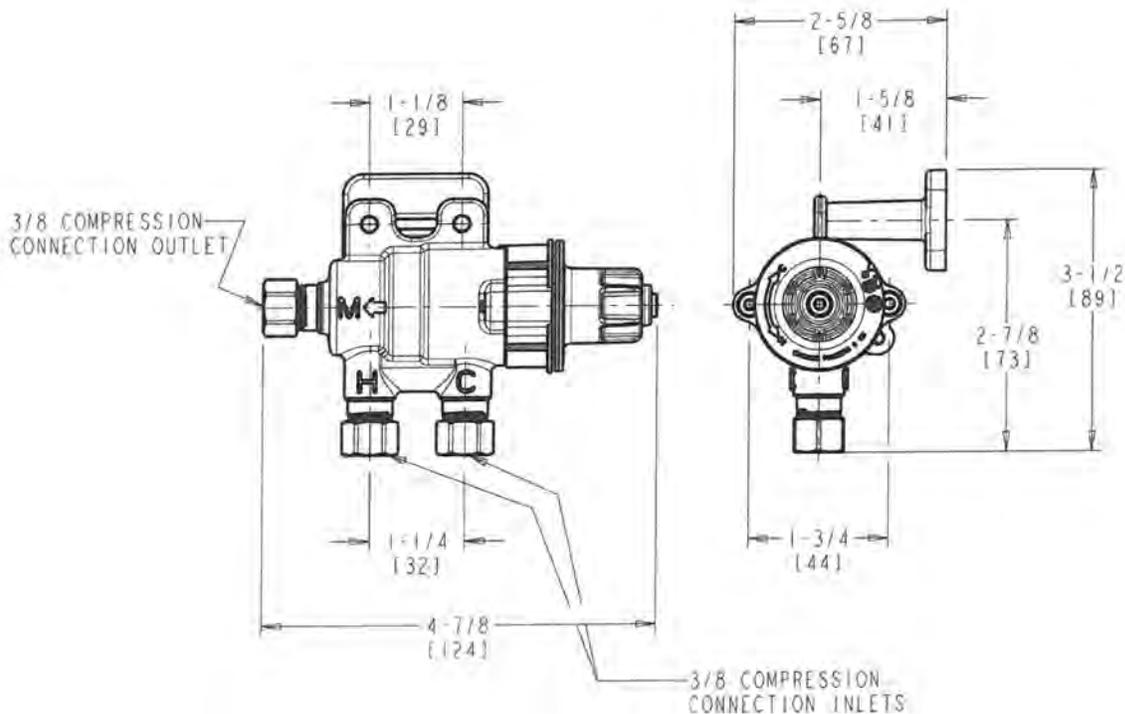
ECAST

ECAST products are intended for installation where state laws and local codes mandate lead content levels or in any location where lead content is a concern.



Architect/Engineer Specification

Chicago Faucets No. 131-ABNF, ECAST® Thermostatic Mixing Valve. Standard 3/8 compression inlets and outlet. Integral inlet check valves to protect against cross-flow. Adjustment cap with locking feature. Brass body construction. Corrosion resistant internal components. Thermostatic wax element design. Thermostat controls both hot and cold water. Installs between the stop valves and the faucet. Single use or multiple faucet installations. Minimum supply pressure: 30psi (207 kPa); Hot inlet temperature: 100°F-180°F (38°C-82°). Outlet water temperature will be less than hot water inlet temperature. Includes wall bracket. Minimum flow rate: 0.35 gpm (@ min. 20 psi). Maximum flow rate: 4.6 gpm (@ min. 125 psi). Temperature out: 80°F to 120°F (27°C to 49°C). ECAST® construction with less than 0.25% lead content by weighted average.



Operation and Maintenance

Installation should be in accordance with local plumbing codes. Flush all pipes thoroughly before installation. After installation, remove spout outlet or flow control and flush faucet thoroughly to clear any debris. Care should be taken when cleaning the product. Do not use abrasive cleaners, chemicals or solvents as they can result in surface damage. Use mild soap and warm water for cleaning and protecting the life of Chicago Faucet products. For specific operation and maintenance refer to the installation instructions and repair parts documents that are located at www.chicagofaucets.com.

Chicago Faucets, member of the Geberit Group, is the leading brand of commercial faucets and fittings in the United States, offering a complete range of products for schools, laboratories, hospitals, office buildings, food service, airports and sport facilities. Call 1.800.TECTRUE or 1.847.803.5000 Option 1 for installation or other technical assistance.



2100 South Clearwater C 527
Des Plaines, IL
P: 847/803-5000
F: 847/803-5454
Technical: 800/TEC-TRUE
www.chicagofaucets.com



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

October 14, 2019

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD ECDC

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#8

DESCRIPTION: RFI#427 - ADD TWO TMV'S FOR S-1 IN WORKROOMS.

\$ 878.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD ECDC
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 592

CHANGE ORDER NO. 8

RE: RFI#427 - ADD TMV'S FOR S-1 SINKS IN WORKROOMS

LABOR:	WAGES	HOURS	TOTAL
NEW LABOR RATE AS OF 9/1/19			
GEN FOREMAN	112.50	1.00	112.50
FOREMAN	105.64	4.00	422.56
TOTAL LABOR:			535.06
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			228.33
LABOR TOTAL:			535.06
SUBTOTAL:			763.39
OVERHEAD/PROFIT:	15.00%		114.51
SUBTOTAL:			877.90
TEXTURA FEES:			0.00
SUBTOTAL:			877.90
			0.00
			877.90
ROUND UP/DOWN:			\$878.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD ECDC
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 592
 CHANGE ORDER NO. 8

RE: RFI#427 - ADD TMV'S FOR S-1 SINKS IN WORKROOMS

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		4.00		209.48
LABOR & MATERIAL TOTAL				4.00		209.48
SALES TAX:					9.00%	18.85
<u>TOTAL MATERIAL COST:</u>						228.33

JOB 1286 592CORS: 592 - LEMONW...
 ESTIMATE 1 592CORS: 592 - LEMONW...
 DATA SET 2 MECH DATABASE 10-04-19

COR#8
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 10/14/2019 9:07:05 AM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item			Material		Field Labor		
Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 005: COR#8 - ADD TMV'S FOR S-1 SINKS							
Category : Category 006: FIXTURES							
FIXTURES		CHICAGO 131-ABNF	2	104.74	209.48	2.00	4.00
Subtotals for Category : Category 006: FIXTURES					209.48		4.00
Subtotals for Section : Section 005: COR#8 - ADD TMV'S FOR S-1 SINKS					209.48		4.00
Grand Totals					209.48		4.00



Swinerton Builders
 17731 Mitchell North Suite 200
 Irvine CA 92614

Request For Information

00427

Printed On: 12/19/2019
 Page 1 of 1

SWINERTON

Subject: ECDC - Faucet, temperature control for S-1 sinks in workrooms
Project: Lemonwood K-8 School LLB
Address: 2200 Carnegie Court
 Oxnard CA 93033
Phone: 949-355-6822
To: Gerald Michaels
 SVA ARCHITECTS, INC.
From: Swinerton Builders

Date: 10/09/2019
Job: 16055106
Required: 10/09/2019
Est. Cost Impact : \$
Est. Days Impact:

Fax:
Bill Gray

Co-Author: CITY COMMERCIAL PLUMBING **Contact:** Bob Zio **Co-Author RFI Number:**

Reference:

RFI Type:	Plumbing	Plumbing	RFI Priority:	High	High
Schedule / Activit			Document Refere		
Spec Section:			Posted:		

Request

The S-1 sinks in the workrooms call for a single lever faucet and a bubbler. These sinks have hot water.

Suggestion

Provide a different model faucet that would be compatible with the specified sink, or add a thermostatic mixing valve, or ?

Answer **Accept Suggestion**

Answered By: Herman Andres - OED Date of Response: 2019-10-09

Furnish and install Chicago #131-ABNF thermostatic mixing valve or equal. See attached cut sheet

Answered By: SVA ARCHITECTS, INC.

Signed: _____
 Gerald Michaels

Date: 10/09/2019

Distribution:

Contact	Company	Contact	Company
Jennifer MacIsaac	Oxnard School District	Paul Vernier	Oxnard School District
Dean Hawkins	SVA ARCHITECTS, INC.	Nalani Scanlon	Swinerton Builders



SWINERTON

January 23, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0566 ECDC- Modify existing landscape irrigation system tp provide adequate coverage

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Existing irrigation system was partially removed during Ph. II to allow for new site improvements. Contract documents did not provide for a modified system. Add new control valve and new piping and spray heads to provide adequate coverage for an operating system.

Phase	Category	Description	Subcontractor	Quote
329000	71140	Existing irrigation system was partially removed during Ph. II to allow for new site improvements. Contract documents did not provide for a modified system. Add new control valve and new piping and spray heads to provide adequate coverage for an operating system.	PIERRE LANDSCAPE	8,639.01
			Subtotal	8,639.01
007480	71160	Subguard	1.15%	99.35
			Markup Subtotal	99.35
			PCI Total	8,738.36

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **8,738.36.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.



SWINERTON

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/23/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Pierre Landscape

Added work at ECDC

Ticket #	Description	Mechanical area	Existing lawn area
21581	Repair irrigation and replant east side ECDC-labor		
21581	Repair irrigation and replant east side ECDC-labor		
21581	Repair irrigation and replant east side ECDC-labor		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21581	Repair irrigation and replant east side ECDC-material		
21570	Install new control valve, install new irrigation zone to cover areas. No new irrigation indicated on contract drawings		\$ 666.32
21570	"		\$ 605.42
21570	"		\$ 1,068.32
21572	"		\$ 666.32
21572	"		\$ 605.42
21572	"		\$ 1,068.32
21572OT	"		\$ 636.36
21572OT	"		\$ 286.17
21572OT	"		\$ 253.59
	Irrigation materials		\$ 1,023.64
	added soil to bring to new grade		\$ 348.87
	delivery		\$ 93.43
	"		\$ 190.00
			\$ 7,512.18
	15% mark up		\$ 1,126.83
			\$ 8,639.01



To: Swinerton Builders
 Attn: Bill Gray
 Email: bgray@swinerton.com
 Project: Lemonwood ES

From: Scott Horner
 Job #: 22589
 Date: 01/17/19

Change Order Request #: 13

Subject: Pierre Landscape's Cost to repair planting areas outside the ECDC. Work was performed on 01/10, 01/13, and 01/14. Please see signed T&M tickets 21581, 21572, and 21570

DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
LABOR ITEMS				
T&M Labor Forman - T&M # 21581	Hour	4	\$ 83.29	\$ 333.16
T&M Labor Journeyman - T&M # 21581	Hour	4	\$ 75.68	\$ 302.72
T&M Labor Apprentice - T&M # 21581	Hour	4	\$ 66.77	\$ 267.08
				\$ -
T&M Labor Forman - T&M # 21570	Hour	8	\$ 83.29	\$ 666.32
T&M Labor Journeyman - T&M # 21570	Hour	8	\$ 75.68	\$ 605.42
T&M Labor Apprentice - T&M # 21570	Hour	16	\$ 66.77	\$ 1,068.32
				\$ -
T&M Labor Forman - T&M # 21572	Hour	8	\$ 83.29	\$ 666.32
T&M Labor Journeyman - T&M # 21572	Hour	8	\$ 75.68	\$ 605.42
T&M Labor Apprentice - T&M # 21572	Hour	16	\$ 66.77	\$ 1,068.32
				\$ -
T&M Labor Forman - T&M # 21572 OT	Hour	6	\$ 106.06	\$ 636.36
T&M Labor Journeyman - T&M # 21572 OT	Hour	3	\$ 95.39	\$ 286.17
T&M Labor Apprentice - T&M # 21572 OT	Hour	3	\$ 84.53	\$ 253.59
MATERIALS, EQUIPMENT, SUBCONTRACTOR ITEMS				
DIETES BICOLOR 1 GAL	EA	39	\$ 2.68	\$ 103.52
LIRIOPE MUSCARI 1 GAL	EA	18	\$ 3.21	\$ 57.78
NANDINA DOMESTICA 1 GAL	EA	4	\$ 9.10	\$ 36.40
RHAPHIOLEPIS CLARA 5 GAL	EA	6	\$ 9.10	\$ 54.60
Delivery Charges	ea	1	\$ 53.50	\$ 53.50
Misc. Irrigation Material	Lump Sum	1	\$ 1,279.55	\$ 1,279.55
				\$ 1,279.55 / 80% = 1023.64
Mulch - ES-2	cu.yd.	2	\$ 30.84	\$ 61.68
50/50 SOIL BLEND	Cubic Yard	11	\$ 31.72	\$ 348.87
Delivery Charges	ea	1	\$ 93.43	\$ 93.43
Company Truck	Day	2	\$ 95.00	\$ 190.00

Subtotal \$ ~~4,000.00~~
 Sales Tax Incl
 Markup (15%) \$ ~~600.00~~
 Gross C/O \$ ~~4,600.00~~
TOTAL C/O \$ 4,600.00

Based on this additional work, #REF! day(s) will be added to our current work schedule
 **Mobilization fees may apply if not performing contract work on site **
 * Pricing valid until 03/18/19 subject to labor rate increase after this date. *

Thank you,

Project Manager

PE _____
 PM _____
 RS _____
 JL _____ 536



21570

CHANGE ORDER WORK AGREEMENT

The intention of this document is to expedite any extra work in a timely manner

PROJECT NAME: <u>Leona Road</u>	JOB #:
CONTRACTOR: <u>Suisunerton</u>	DATE: <u>1/13/14</u>
ATTENTION: <u>Bill</u>	COR #:

DESCRIPTION OF WORK: Irrigation Repair. Locate damaged Pipe/sprinklers
Separate Zone New Layout. Add a Valve Connect to controller
Excavate New zone

EMPLOYEE:	HOURS	EMPLOYEE:	HOURS
SUPERINTENDENT:			
OPERATOR:			
FOREMAN:			
<u>Enrique</u>	<u>8</u>		
<u>Eriberto</u>	<u>8</u>		
<u>David</u>	<u>8</u>		
<u>Sohany</u>	<u>8</u>		

PREMIUM TIME (HOURS): _____ OVERTIME (HOURS): _____ DOUBLE TIME (HOURS): _____
 SCO # REFERENCE: _____ COR # REFERENCE: _____ TOTAL HOURS WORKED ON THIS TICKET: 32

EQUIPMENT USED:

<input type="checkbox"/> AUGER	<input type="checkbox"/> FUEL	<input type="checkbox"/> RAMMER COMPACTOR	<input type="checkbox"/> STUMP GRINDER
<input type="checkbox"/> BACKHOE	<input type="checkbox"/> MINI EXCAVATOR	<input type="checkbox"/> REACHLIFT	<input type="checkbox"/> SMALL POWER TOOLS
<input type="checkbox"/> BOBCAT	<input type="checkbox"/> PIERCING TOOL	<input type="checkbox"/> ROTOR TILER	<input type="checkbox"/> TRENCHER
<input type="checkbox"/> DUMP TRUCK	<input type="checkbox"/> PLATE COMPACTOR	<input type="checkbox"/> SKID STEER	<input type="checkbox"/> VEHICLE
<input type="checkbox"/> FRONT END LOADER	<input type="checkbox"/> POWER BUGGY	<input type="checkbox"/> SKIP LOADER	<input type="checkbox"/> WATER TRAILER

TOTAL EQUIPMENT HOURS USED: _____

IRRIGATION MATERIAL USED:

<input checked="" type="checkbox"/> 3/4"	<input type="checkbox"/> DRIP	<input checked="" type="checkbox"/> ROTOR HEAD	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1"	<input checked="" type="checkbox"/> GLUE/PRIMER	<input checked="" type="checkbox"/> VALVES	<input type="checkbox"/> OTHER: _____
<input checked="" type="checkbox"/> 1-1/4"	<input checked="" type="checkbox"/> MISC. FITTINGS	<input checked="" type="checkbox"/> WIRE	<input type="checkbox"/> OTHER: _____
<input checked="" type="checkbox"/> 1-1/2"	<input checked="" type="checkbox"/> POP-UP HEAD		<input type="checkbox"/> OTHER: _____

PLANT MATERIAL USED:

<input type="checkbox"/> 1 GAL	<input type="checkbox"/> 24" BOX TREE	<input type="checkbox"/> DG	<input type="checkbox"/> SAND
<input type="checkbox"/> 5 GAL	<input type="checkbox"/> 36" BOX TREE	<input type="checkbox"/> FERTILIZER	<input type="checkbox"/> SOD
<input type="checkbox"/> 15 GAL	<input type="checkbox"/> 48" BOX TREE	<input type="checkbox"/> GRAVEL	<input type="checkbox"/> SOIL PREP
<input type="checkbox"/> GROUND COVER	<input type="checkbox"/> PALM TREE	<input type="checkbox"/> MULCH	<input type="checkbox"/> OTHER: _____

MISC. ITEMS/SPECIAL NOTES:

The undersigned Contractor approves the foregoing Change Order Work (COW) as to changes, if any, and the amount and terms specified on this document are non-negotiable for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said (COW), and agrees to stated terms on this document which supersede any other contract documents. Contractor agrees to pay in full any work included in the Change Order Work within 45 days of said work. It is understood that said (COW) shall be effective when said work is started and to be paid in full for any work that has been started and/or completed. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Trade Contractors costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

CONTRACTOR: <u>[Signature]</u>	<u>Bill Grant</u>	<u>FM</u>	<u>1/14/2020</u>
Signature	Printed Name	Title	Date
PIERRE: <u>[Signature]</u>	<u>Enrique T</u>	<u>Foreman</u>	<u>1/13/14</u>
Signature	Printed Name	Title	Date

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PL-1003 (04/18)



21572

CHANGE ORDER WORK AGREEMENT

The intention of this document is to expedite any extra work in a timely manner

PROJECT NAME: <u>Lemonwood</u>	JOB #:
CONTRACTOR: <u>Summerston</u>	DATE: <u>11/14/20</u>
ATTENTION:	COR #:

DESCRIPTION OF WORK: Irrigation Repair sod repair, Mulch Repair
These repairs where made at the existing sod location.

EMPLOYEE:	HOURS	EMPLOYEE:	HOURS
SUPERINTENDENT:			
OPERATOR:			
FOREMAN: <u>Enrique</u>	<u>11</u>		
<u>Bilbert</u>	<u>11</u>		
<u>David</u>	<u>11</u>		
<u>Johnny</u>	<u>11</u>		

PREMIUM TIME (HOURS): 8 OVERTIME (HOURS): 3 DOUBLE TIME (HOURS): _____
 SCO # REFERENCE: _____ COR # REFERENCE: _____ TOTAL HOURS WORKED ON THIS TICKET: 44

EQUIPMENT USED:

<input type="checkbox"/> AUGER	<input type="checkbox"/> FUEL	<input type="checkbox"/> RAMMER COMPACTOR	<input type="checkbox"/> STUMP GRINDER
<input type="checkbox"/> BACKHOE	<input type="checkbox"/> MINI EXCAVATOR	<input type="checkbox"/> REACHLIFT	<input type="checkbox"/> SMALL POWER TOOLS
<input type="checkbox"/> BOBCAT	<input type="checkbox"/> PIERCING TOOL	<input type="checkbox"/> ROTOR TILER	<input type="checkbox"/> TRENCHER
<input type="checkbox"/> DUMP TRUCK	<input type="checkbox"/> PLATE COMPACTOR	<input type="checkbox"/> SKID STEER	<input type="checkbox"/> VEHICLE
<input type="checkbox"/> FRONT END LOADER	<input type="checkbox"/> POWER BUGGY	<input type="checkbox"/> SKIP LOADER	<input type="checkbox"/> WATER TRAILER

TOTAL EQUIPMENT HOURS USED: _____

IRRIGATION MATERIAL USED:

<input type="checkbox"/> 3/4"	<input type="checkbox"/> DRIP	<input type="checkbox"/> ROTOR HEAD	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1"	<input type="checkbox"/> GLUE/PRIMER	<input type="checkbox"/> VALVES	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1-1/4"	<input type="checkbox"/> MISC. FITTINGS	<input type="checkbox"/> WIRE	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1-1/2"	<input type="checkbox"/> POP-UP HEAD		<input type="checkbox"/> OTHER: _____

PLANT MATERIAL USED:

<input type="checkbox"/> 1 GAL	<input type="checkbox"/> 24" BOX TREE	<input checked="" type="checkbox"/> DG	<input type="checkbox"/> SAND
<input type="checkbox"/> 5 GAL	<input type="checkbox"/> 36" BOX TREE	<input checked="" type="checkbox"/> FERTILIZER	<input type="checkbox"/> SOD
<input type="checkbox"/> 15 GAL	<input type="checkbox"/> 48" BOX TREE	<input type="checkbox"/> GRAVEL	<input checked="" type="checkbox"/> SOIL PREP
<input type="checkbox"/> GROUND COVER	<input type="checkbox"/> PALM TREE	<input checked="" type="checkbox"/> MULCH	<input type="checkbox"/> OTHER: _____

MISC. ITEMS/SPECIAL NOTES:

The undersigned Contractor approves the foregoing Change Order Work (COW) as to changes, if any, and the amount and terms specified on this document are non-negotiable for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said (COW), and agrees to stated terms on this document which supersede any other contract documents. Contractor agrees to pay in full any work included in the Change Order Work within 45 days of said work. It is understood that said (COW) shall be effective when said work is started and to be paid in full for any work that has been started and/or completed. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Trade Contractors costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

CONTRACTOR: <u>[Signature]</u>	<u>Paul Gray</u>	<u>PM</u>	<u>11/14/2020</u>
PIERRE: <u>[Signature]</u>	<u>Enrique</u>	<u>Foreman</u>	<u>11/14/20</u>
	Signature	Printed Name	Title
			Date

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Pierre Landscape Labor Rate Summary Spreadsheet

Labor Rates For LA and OC			
	Hourly Rate	1 1/2 Rate	2x Rate
Equipment Operator	102.87	133.53	164.20
Foreman	83.29	106.06	128.84
Journeyman	75.67	95.39	115.11
Apprentice	66.77	84.53	102.29

Pierre Landscape

Burden Rates Operators Engineers - Group 8

Contract 07/01/2019-07/01/2021
Rates Effective Through: 06/30/2020

OPERATOR (EMPLOYEE POSITION)

Group 8		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate		49.94	74.91	99.88
Vacation & Holiday	Flat Rate	3.55	5.33	7.10
Total		53.49	80.24	106.98
Employment Taxes:				
Fica (Soc.Sec/Med)	7.65%	4.09	6.14	8.18
State Unemp (SUI)	6.20%	3.32	4.97	6.63
Fed. Unemp (FUTA)	0.80%	0.43	0.64	0.86
Total Tax		7.84	11.75	15.67
Insurance:				
Workers Comp.	13.21%	7.07	7.07	7.07
Liability Insurance	2.01%	1.08	1.08	1.08
Total Insurance		8.14	8.14	8.14
Union Benefits:				
Pension	Flat Rate	9.65	9.65	9.65
Health & Welfare	Flat Rate	11.60	11.60	11.60
Annuity	Flat Rate	1.50	1.50	1.50
Training Fund	Flat Rate	1.05	1.05	1.05
ECCC	Flat Rate	0.15	0.15	0.15
So. CA Partnership Jobs Fund	Flat Rate	0.10	0.10	0.10
Total Union		24.05	24.05	24.05
Total Burden:		40.03	43.95	47.86
Burden Rate:		80.15%	58.66%	47.92%
Gross Hourly Rate:		93.52	124.18	154.84
Tools, Consumables, Safety:				
Small Tools	3.00%	2.81	2.81	2.81
Consumables	2.00%	1.87	1.87	1.87
Safety & Training	5.00%	4.68	4.68	4.68
Total:		9.35	9.35	9.35

Billable Hourly Rate:

102.87 133.53 164.20

OCIP Credits (*)

Workers Comp	Per Hour	6.36	6.36	6.36
General Liability	Per Hour	0.97	0.97	0.97
Total Credits	Per Hour	7.33	7.33	7.33

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost.
10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape
Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020
Rates Effective Through: 08/31/2020

FOREMAN (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate			36.44	54.66	72.88
Vacation & Holiday	Flat Rate		3.29	4.94	6.58
Total			39.73	59.60	79.46

Employment Taxes:					
Fica (Soc.Sec/Med)	7.65%		3.04	4.56	6.08
State Unemp (SUI)	6.20%		2.46	3.69	4.93
Fed. Unemp (FUTA)	0.80%		0.32	0.48	0.64
Total Tax			5.82	8.73	11.64

Insurance:					
Workers Comp.	13.21%		5.25	5.25	5.25
Liability Insurance	2.01%		0.80	0.80	0.80
Total Insurance			6.05	6.05	6.05

Union Benefits:

Pension	Flat Rate		8.50	8.50	8.50
Ret Fund	Flat Rate		0.75	0.75	0.75
Health & Welfare	Flat Rate		9.16	9.16	9.16
A & J Training	Flat Rate		1.54	1.54	1.54
Pipe	Flat Rate		0.45	0.45	0.45
LMCC	Flat Rate		0.35	0.35	0.35
Educ Fund	Flat Rate		0.27	0.27	0.27
National Pens	Flat Rate		3.00	3.00	3.00
National Training	Flat Rate		0.10	0.10	0.10
Total Union			24.12	24.12	24.12

Total Burden:			35.99	38.90	41.81
Burden Rate:			98.76%	71.16%	57.37%

Gross Hourly Rate:			75.72	98.49	121.27
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Tools, Consumables, Safety:

Small Tools	3.00%		2.27	2.27	2.27
Consumables	2.00%		1.51	1.51	1.51
Safety & Training	5.00%		3.79	3.79	3.79
Total:			7.57	7.57	7.57

Billable Hourly Rate:	83.29	106.06	128.84
		0.2734	0.547

OCIP Credits (*)

Workers Comp	Per Hour		4.72	4.72	4.72
General Liability	Per Hour		0.72	0.72	0.72
Total Credits	Per Hour		5.44	5.44	5.44

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape

Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020
Rates Effective Through: 08/31/2020

JOURNEYMAN (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate		31.69	47.54	63.38
Vacation & Holiday	Flat Rate	2.71	4.07	5.42
Total		<u>34.40</u>	<u>51.60</u>	<u>68.80</u>
Employment Taxes:				
Fica (Soc.Sec/Med)	7.65%	2.63	3.95	5.26
State Unemp (SUI)	6.20%	2.13	3.20	4.27
Fed. Unemp (FUTA)	0.80%	0.28	0.41	0.55
Total Tax		<u>5.04</u>	<u>7.56</u>	<u>10.08</u>
Insurance:				
Workers Comp.	13.21%	4.54	4.54	4.54
Liability Insurance	2.01%	0.69	0.69	0.69
Total Insurance		<u>5.24</u>	<u>5.24</u>	<u>5.24</u>
Union Benefits:				
Pension	Flat Rate	8.50	8.50	8.50
Ret Fund	Flat Rate	0.75	0.75	0.75
Health & Welfare	Flat Rate	9.16	9.16	9.16
A & J Training	Flat Rate	1.54	1.54	1.54
Pipe	Flat Rate	0.45	0.45	0.45
LMCC	Flat Rate	0.35	0.35	0.35
Educ Fund	Flat Rate	0.27	0.27	0.27
National Pens	Flat Rate	3.00	3.00	3.00
National Training	Flat Rate	0.10	0.10	0.10
Total Union		<u>24.12</u>	<u>24.12</u>	<u>24.12</u>
Total Burden:		<u>34.40</u>	<u>36.92</u>	<u>39.43</u>
Burden Rate:		108.54%	77.66%	62.22%
Gross Hourly Rate:		68.80	88.52	108.23
Tools, Consumables, Safety:				
Small Tools	3.00%	2.06	2.06	2.06
Consumables	2.00%	1.38	1.38	1.38
Safety & Training	5.00%	3.44	3.44	3.44
Total:		<u>6.88</u>	<u>6.88</u>	<u>6.88</u>

Billable Hourly Rate:	75.67	95.39	115.11
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OCIP Credits (*)				
Workers Comp	Per Hour	4.09	4.09	4.09
General Liability	Per Hour	0.62	0.62	0.62
Total Credits	Per Hour	<u>4.71</u>	<u>4.71</u>	<u>4.71</u>

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost.
10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape

Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020

Rates Effective Through: 08/31/2020

APPRENTICE (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate			28.52	42.78	57.04
Vacation & Holiday	Flat Rate		2.46	3.69	4.92
Total			<u>30.98</u>	<u>46.47</u>	<u>61.96</u>

Employment Taxes:

Fica (Soc.Sec/Med)	7.65%		2.37	3.55	4.74
State Unemp (SUI)	6.20%		1.92	2.88	3.84
Fed. Unemp (FUTA)	0.80%		0.25	0.37	0.50
Total Tax			<u>4.54</u>	<u>6.81</u>	<u>9.08</u>

Insurance:

Workers Comp.	13.21%		4.09	4.09	4.09
Liability Insurance	2.01%		0.62	0.62	0.62
Total Insurance			<u>4.72</u>	<u>4.72</u>	<u>4.72</u>

Union Benefits:

Pension	Flat Rate		6.86	6.86	6.86
Ret Fund	Flat Rate		0.75	0.75	0.75
Health & Welfare	Flat Rate		9.16	9.16	9.16
A & J Training	Flat Rate		1.40	1.40	1.40
Pipe	Flat Rate		0.45	0.45	0.45
LMCC	Flat Rate		0.35	0.35	0.35
Educ Fund	Flat Rate		0.27	0.27	0.27
National Pens	Flat Rate		1.13	1.13	1.13
National Training	Flat Rate		0.10	0.10	0.10
Total Union			<u>20.47</u>	<u>20.47</u>	<u>20.47</u>

Total Burden:			<u>29.72</u>	<u>31.99</u>	<u>34.26</u>
Burden Rate:			<u>104.22%</u>	<u>74.78%</u>	<u>60.07%</u>

Gross Hourly Rate:			60.70	78.46	96.22
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Tools, Consumables, Safety:

Small Tools	3.00%		1.82	1.82	1.82
Consumables	2.00%		1.21	1.21	1.21
Safety & Training	5.00%		3.04	3.04	3.04
Total:			<u>6.07</u>	<u>6.07</u>	<u>6.07</u>

Billable Hourly Rate:	66.77	84.53	102.29
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OCIP Credits (*)

Workers Comp	Per Hour		3.68	3.68	3.68
General Liability	Per Hour		0.56	0.56	0.56
Total Credits	Per Hour		<u>4.24</u>	<u>4.24</u>	<u>4.24</u>

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.



SWINERTON

January 23, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0567 ECDC east side landscape and irrigation modifications at mechanical area

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Phase	Category	Description	Subcontractor	Quote
329000	71140	Modify existing irrigation and planting at east side of ECDC mechanical yard area.	PIERRE LANDSCAPE	1,865.68
			Subtotal	1,865.68
007480	71160	Subguard	1.15%	21.46
			Markup Subtotal	21.46
			PCI Total	1,887.14

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **1,887.14.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/23/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Pierre Landscape

Added work at ECDC

Ticket #	Description	Mechanical area	Existing lawn area
21581	Repair irrigation and replant east side ECDC-labor	\$ 333.16	
21581	Repair irrigation and replant east side ECDC-labor	\$ 302.71	
21581	Repair irrigation and replant east side ECDC-labor	\$ 267.08	
21581	Repair irrigation and replant east side ECDC-material	\$ 104.52	
21581	Repair irrigation and replant east side ECDC-material	\$ 57.78	
21581	Repair irrigation and replant east side ECDC-material	\$ 36.40	
21581	Repair irrigation and replant east side ECDC-material	\$ 54.60	
21581	Repair irrigation and replant east side ECDC-material	\$ 53.50	
21581	Repair irrigation and replant east side ECDC-material	\$ 255.91	
21581	Repair irrigation and replant east side ECDC-material	\$ 61.67	
21581	Repair irrigation and replant east side ECDC-material	\$ 95.00	
21570	Install new control valve, install new irrigation zone to cover areas. No new irrigation indicated on contract drawings		
21570	"		
21572	"		
21572	"		
21572	"		
21572OT	"		
21572OT	"		
21572OT	"		
	Irrigation materials added soil to bring to new grade delivery		
	"		
		\$ 1,622.33	
	15% mark up	\$ 243.35	
		\$ 1,865.68	



21561

CHANGE ORDER WORK AGREEMENT

The intention of this document is to expedite any extra work in a timely manner

PROJECT NAME: <u>Lemonwood</u>	JOB #:
CONTRACTOR: <u>Swinnerston</u>	DATE: <u>1/10/19</u>
ATTENTION:	COR #:
DESCRIPTION OF WORK: <u>Irrigation Repair Locate Damaged Pipes/Spray heads Grade area.</u>	

EMPLOYEE:	HOURS	EMPLOYEE:	HOURS
SUPERINTENDENT:			
OPERATOR:			
FOREMAN: <u>Enrique R</u>	<u>4</u>		
<u>Gilbert M</u>	<u>2</u>		
<u>David N</u>	<u>4</u>		

PREMIUM TIME (HOURS): _____ OVERTIME (HOURS): _____ DOUBLE TIME (HOURS): _____
 SCO # REFERENCE: _____ COR # REFERENCE: _____ TOTAL HOURS WORKED ON THIS TICKET: 12

EQUIPMENT USED:

<input type="checkbox"/> AUGER	<input type="checkbox"/> FUEL	<input type="checkbox"/> RAMMER COMPACTOR	<input type="checkbox"/> STUMP GRINDER
<input type="checkbox"/> BACKHOE	<input type="checkbox"/> MINI EXCAVATOR	<input type="checkbox"/> REACHLIFT	<input type="checkbox"/> SMALL POWER TOOLS
<input type="checkbox"/> BOBCAT	<input type="checkbox"/> PIERCING TOOL	<input type="checkbox"/> ROTOR TILER	<input type="checkbox"/> TRENCHER
<input type="checkbox"/> DUMP TRUCK	<input type="checkbox"/> PLATE COMPACTOR	<input type="checkbox"/> SKID STEER	<input type="checkbox"/> VEHICLE
<input type="checkbox"/> FRONT END LOADER	<input type="checkbox"/> POWER BUGGY	<input type="checkbox"/> SKIP LOADER	<input type="checkbox"/> WATER TRAILER

TOTAL EQUIPMENT HOURS USED: _____

IRRIGATION MATERIAL USED:

<input type="checkbox"/> 3/4"	<input type="checkbox"/> DRIP	<input type="checkbox"/> ROTOR HEAD	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1"	<input type="checkbox"/> GLUE/PRIMER	<input type="checkbox"/> VALVES	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1-1/4"	<input checked="" type="checkbox"/> MISC. FITTINGS	<input type="checkbox"/> WIRE	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> 1-1/2"	<input checked="" type="checkbox"/> POP-UP HEAD		<input type="checkbox"/> OTHER: _____

PLANT MATERIAL USED:

<input type="checkbox"/> 1 GAL	<input type="checkbox"/> 24" BOX TREE	<input type="checkbox"/> DG	<input type="checkbox"/> SAND
<input type="checkbox"/> 5 GAL	<input type="checkbox"/> 36" BOX TREE	<input type="checkbox"/> FERTILIZER	<input type="checkbox"/> SOD
<input type="checkbox"/> 15 GAL	<input type="checkbox"/> 48" BOX TREE	<input type="checkbox"/> GRAVEL	<input type="checkbox"/> SOIL PREP
<input type="checkbox"/> GROUND COVER	<input type="checkbox"/> PALM TREE	<input type="checkbox"/> MULCH	<input type="checkbox"/> OTHER: _____

MISC. ITEMS/SPECIAL NOTES:

The undersigned Contractor approves the foregoing Change Order Work (COW) as to changes, if any, and the amount and terms specified on this document are non-negotiable for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said (COW), and agrees to stated terms on this document which supersede any other contract documents. Contractor agrees to pay in full any work included in the Change Order Work within 45 days of said work. It is understood that said (COW) shall be effective when said work is started and to be paid in full for any work that has been started and/or completed. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Trade Contractors costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

CONTRACTOR: <u>[Signature]</u>	<u>Boil Gray</u>	<u>FM</u>	<u>01/14/2020</u>
	Signature	Printed Name	Title
PIERRE: <u>[Signature]</u>	<u>Enrique R</u>	<u>Foreman</u>	<u>1/10/19</u>
	Signature	Printed Name	Title

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To: Swinerton Builders
 Attn: Bill Gray
 Email: bgray@swinerton.com
 Project: Lemonwood ES

From: Scott Horner
 Job #: 22589
 Date: 01/17/19

Change Order Request #: 13

Subject: Pierre Landscape's Cost to repair planting areas outside the ECDC. Work was performed on 01/10, 01/13, and 01/14. Please see signed T&M tickets 21581, 21572, and 21570

DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
LABOR ITEMS				
T&M Labor Forman - T&M # 21581	Hour	4	\$ 83.29	\$ 333.16
T&M Labor Journeyman - T&M # 21581	Hour	4	\$ 75.68	\$ 302.71
T&M Labor Apprentice - T&M # 21581	Hour	4	\$ 66.77	\$ 267.08
				\$ -
T&M Labor Forman - T&M # 21570	Hour	8	\$ 83.29	\$ 666.32
T&M Labor Journeyman - T&M # 21570	Hour	8	\$ 75.68	\$ 605.44
T&M Labor Apprentice - T&M # 21570	Hour	16	\$ 66.77	\$ 1068.32
				\$ -
T&M Labor Forman - T&M # 21572	Hour	8	\$ 83.29	\$ 666.32
T&M Labor Journeyman - T&M # 21572	Hour	8	\$ 75.68	\$ 605.44
T&M Labor Apprentice - T&M # 21572	Hour	16	\$ 66.77	\$ 1068.32
				\$ -
T&M Labor Forman - T&M # 21572 OT	Hour	6	\$ 106.06	\$ 636.36
T&M Labor Journeyman - T&M # 21572 OT	Hour	3	\$ 95.39	\$ 286.17
T&M Labor Apprentice - T&M # 21572 OT	Hour	3	\$ 84.53	\$ 253.59
MATERIALS, EQUIPMENT, SUBCONTRACTOR ITEMS				
DIETES BICOLOR 1 GAL	EA	39	\$ 2.68	\$ 104.52
LIRIOPE MUSCARI 1 GAL	EA	18	\$ 3.21	\$ 57.78
NANDINA DOMESTICA 1 GAL	EA	4	\$ 9.10	\$ 36.40
RHAPHIOLEPIS CLARA 5 GAL	EA	6	\$ 9.10	\$ 54.60
Delivery Charges	ea	1	\$ 53.50	\$ 53.50
Misc. Irrigation Material <i>\$ 1279.55 / 20% = \$ 255.91</i>	Lump Sum	1	\$ 1,279.55	\$ 1,279.55
Mulch - ES-2	cu.yd.	2	\$ 30.84	\$ 61.67
50/50 SOIL BLEND	Cubic Yard	11	\$ 31.72	\$ 348.92
Delivery Charges	ea	1	\$ 93.43	\$ 93.43
Company Truck	Day	<i>1</i>	\$ 95.00	\$ 95.00 <i>\$95</i>

Subtotal	\$	9,155
Sales Tax		Incl
Markup (15%)	\$	1,378
Gross C/O \$	\$	10,533
TOTAL C/O \$	\$	10,533

***Based on this additional work,

#REF!

day(s) will be added to our current work schedule***

**Mobilization fees may apply if not performing contract work on site **

* Pricing valid until

03/18/19

subject to labor rate increase after this date. *

Thank you,

Project Manager

PE _____
 PM _____
 RS _____
 JL _____

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Pierre Landscape Labor Rate Summary Spreadsheet

Labor Rates For LA and OC			
	Hourly Rate	1 1/2 Rate	2x Rate
Equipment Operator	102.87	133.53	164.20
Foreman	83.29	106.06	128.84
Journeyman	75.67	95.39	115.11
Apprentice	66.77	84.53	102.29

Pierre Landscape

Burden Rates Operators Engineers - Group 8

Contract 07/01/2019-07/01/2021

Rates Effective Through: 06/30/2020

OPERATOR (EMPLOYEE POSITION)

Group 8		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate			49.94	74.91	99.88
Vacation & Holiday	Flat Rate		3.55	5.33	7.10
	Total		<u>53.49</u>	<u>80.24</u>	<u>106.98</u>

Employment Taxes:					
Fica (Soc.Sec/Med)	7.65%		4.09	6.14	8.18
State Unemp (SUI)	6.20%		3.32	4.97	6.63
Fed. Unemp (FUTA)	0.80%		0.43	0.64	0.86
	Total Tax		<u>7.84</u>	<u>11.75</u>	<u>15.67</u>

Insurance:					
Workers Comp.	13.21%		7.07	7.07	7.07
Liability Insurance	2.01%		1.08	1.08	1.08
	Total Insurance		<u>8.14</u>	<u>8.14</u>	<u>8.14</u>

Union Benefits:					
Pension	Flat Rate		9.65	9.65	9.65
Health & Welfare	Flat Rate		11.60	11.60	11.60
Annuity	Flat Rate		1.50	1.50	1.50
Training Fund	Flat Rate		1.05	1.05	1.05
ECCC	Flat Rate		0.15	0.15	0.15
So. CA Partnership Jobs Fund	Flat Rate		0.10	0.10	0.10
	Total Union		<u>24.05</u>	<u>24.05</u>	<u>24.05</u>

Total Burden:			<u>40.03</u>	<u>43.95</u>	<u>47.86</u>
Burden Rate:			<u>80.15%</u>	<u>58.66%</u>	<u>47.92%</u>

Gross Hourly Rate:			93.52	124.18	154.84
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Tools, Consumables, Safety:					
Small Tools	3.00%		2.81	2.81	2.81
Consumables	2.00%		1.87	1.87	1.87
Safety & Training	5.00%		4.68	4.68	4.68
	Total:		<u>9.35</u>	<u>9.35</u>	<u>9.35</u>

Billable Hourly Rate:			102.87	133.53	164.20
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OCIP Credits (*)					
Workers Comp	Per Hour		6.36	6.36	6.36
General Liability	Per Hour		0.97	0.97	0.97
	Total Credits		<u>7.33</u>	<u>7.33</u>	<u>7.33</u>

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape

Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020

Rates Effective Through: 08/31/2020

FOREMAN (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate

Base Rate		36.44	54.66	72.88
Vacation & Holiday	Flat Rate	3.29	4.94	6.58
Total		39.73	59.60	79.46

Employment Taxes:

Fica (Soc.Sec/Med)	7.65%	3.04	4.56	6.08
State Unemp (SUI)	6.20%	2.46	3.69	4.93
Fed. Unemp (FUTA)	0.80%	0.32	0.48	0.64
Total Tax		5.82	8.73	11.64

Insurance:

Workers Comp.	13.21%	5.25	5.25	5.25
Liability Insurance	2.01%	0.80	0.80	0.80
Total Insurance		6.05	6.05	6.05

Union Benefits:

Pension	Flat Rate	8.50	8.50	8.50
Ret Fund	Flat Rate	0.75	0.75	0.75
Health & Welfare	Flat Rate	9.16	9.16	9.16
A & J Training	Flat Rate	1.54	1.54	1.54
Pipe	Flat Rate	0.45	0.45	0.45
LMCC	Flat Rate	0.35	0.35	0.35
Educ Fund	Flat Rate	0.27	0.27	0.27
National Pens	Flat Rate	3.00	3.00	3.00
National Training	Flat Rate	0.10	0.10	0.10
Total Union		24.12	24.12	24.12

Total Burden:		35.99	38.90	41.81
Burden Rate:		98.76%	71.16%	57.37%

Gross Hourly Rate:

	75.72	98.49	121.27
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Tools, Consumables, Safety:

Small Tools	3.00%	2.27	2.27	2.27
Consumables	2.00%	1.51	1.51	1.51
Safety & Training	5.00%	3.79	3.79	3.79
Total:		7.57	7.57	7.57

Billable Hourly Rate:

	83.29	106.06	128.84
		0.2734	0.547

OCIP Credits (*)

Workers Comp	Per Hour	4.72	4.72	4.72
General Liability	Per Hour	0.72	0.72	0.72
Total Credits	Per Hour	5.44	5.44	5.44

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape

Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020

Rates Effective Through: 08/31/2020

JOURNEYMAN (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate

Vacation & Holiday	Flat Rate	31.69	47.54	63.38
		2.71	4.07	5.42
	Total	34.40	51.60	68.80

Employment Taxes:

Fica (Soc.Sec/Med)	7.65%	2.63	3.95	5.26
State Unemp (SUI)	6.20%	2.13	3.20	4.27
Fed. Unemp (FUTA)	0.80%	0.28	0.41	0.55
	Total Tax	5.04	7.56	10.08

Insurance:

Workers Comp.	13.21%	4.54	4.54	4.54
Liability Insurance	2.01%	0.69	0.69	0.69
	Total Insurance	5.24	5.24	5.24

Union Benefits:

Pension	Flat Rate	8.50	8.50	8.50
Ret Fund	Flat Rate	0.75	0.75	0.75
Health & Welfare	Flat Rate	9.16	9.16	9.16
A & J Training	Flat Rate	1.54	1.54	1.54
Pipe	Flat Rate	0.45	0.45	0.45
LMCC	Flat Rate	0.35	0.35	0.35
Educ Fund	Flat Rate	0.27	0.27	0.27
National Pens	Flat Rate	3.00	3.00	3.00
National Training	Flat Rate	0.10	0.10	0.10
	Total Union	24.12	24.12	24.12

Total Burden:		34.40	36.92	39.43
Burden Rate:		108.54%	77.66%	62.22%

Gross Hourly Rate: 68.80 88.52 108.23

Tools, Consumables, Safety:

Small Tools	3.00%	2.06	2.06	2.06
Consumables	2.00%	1.38	1.38	1.38
Safety & Training	5.00%	3.44	3.44	3.44
	Total:	6.88	6.88	6.88

Billable Hourly Rate:	75.67	95.39	115.11
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OCIP Credits (*)

Workers Comp	Per Hour	4.09	4.09	4.09
General Liability	Per Hour	0.62	0.62	0.62
	Total Credits	4.71	4.71	4.71

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.

Pierre Landscape

Burden Rates Dist. Council # 16

Contract 09/01/2019-08/31/2020

Rates Effective Through: 08/31/2020

APPRENTICE (EMPLOYEE POSITION)

DC # 16		
Orange Co	(1-1/2 Rt)	(2x Rt)

Base Rate		28.52	42.78	57.04
Vacation & Holiday	Flat Rate	2.46	3.69	4.92
Total		30.98	46.47	61.96

Employment Taxes:

Fica (Soc.Sec/Med)	7.65%	2.37	3.55	4.74
State Unemp (SUI)	6.20%	1.92	2.88	3.84
Fed. Unemp (FUTA)	0.80%	0.25	0.37	0.50
Total Tax		4.54	6.81	9.08

Insurance:

Workers Comp.	13.21%	4.09	4.09	4.09
Liability Insurance	2.01%	0.62	0.62	0.62
Total Insurance		4.72	4.72	4.72

Union Benefits:

Pension	Flat Rate	6.86	6.86	6.86
Ret Fund	Flat Rate	0.75	0.75	0.75
Health & Welfare	Flat Rate	9.16	9.16	9.16
A & J Training	Flat Rate	1.40	1.40	1.40
Pipe	Flat Rate	0.45	0.45	0.45
LMCC	Flat Rate	0.35	0.35	0.35
Educ Fund	Flat Rate	0.27	0.27	0.27
National Pens	Flat Rate	1.13	1.13	1.13
National Training	Flat Rate	0.10	0.10	0.10
Total Union		20.47	20.47	20.47

Total Burden:		29.72	31.99	34.26
Burden Rate:		104.22%	74.78%	60.07%

Gross Hourly Rate:		60.70	78.46	96.22
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Tools, Consumables, Safety:

Small Tools	3.00%	1.82	1.82	1.82
Consumables	2.00%	1.21	1.21	1.21
Safety & Training	5.00%	3.04	3.04	3.04
Total:		6.07	6.07	6.07

Billable Hourly Rate:	66.77	84.53	102.29
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OCIP Credits (*)

Workers Comp	Per Hour	3.68	3.68	3.68
General Liability	Per Hour	0.56	0.56	0.56
Total Credits	Per Hour	4.24	4.24	4.24

(*) OCIP Credits have been calculated to give back only 90% of the insurance cost. 10% is held back because most Owner programs do not cover 100% of our insurance liability.



SWINERTON

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0570 ECDC Repair existing fascia and cabinet hardware

Dear Mr. Mera,

We request a Contractor Contingency Allocation our contract for the following:

Replace existing termite damaged trim, remove excessive spray on foam from existing fascia. Repair and adjust existing cabinet hardware in existing classrooms

Phase	Category	Description	Subcontractor	Quote
101100	71140	ECDC - Repair existing fascia and trim at west gable end, repair and adjust existing cabinet hardware	SWINERTON BUILDERS	753.76
			Subtotal	753.76
007480	71160	Subguard	1.15%	8.67
			Markup Subtotal	8.67
			PCI Total	762.43

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **762.43**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: _____

4/20/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SWINERTON



OCLA SPECIALTIES GROUP
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

CHANGE ORDER REQUEST

To: Swinerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614
Attn: Bill Gray

Date: 01/27/20
Job Name: Lemonwood ECDC
SCSPSG COR Number: 010
SBBG Reference Number: N/A

Description of Work:

- Labor associated with miscellaneous fascia and trim work as directed by Swinerton Builders GC Team as tracked by T&M Ticket #10134.

Cost Breakdown:

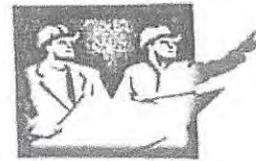
I.	Material Cost	Line Item 1	\$	-
II.	Labor Cost	Line Item 2	\$	655.44
III.	Project Administration Cost	Line Item 3	\$	-
IV.	Subcontract Cost	Line Item 4	\$	-
V.	Mark Up Cost	Line Item 5	\$	98.32
	Total	Sum of I-VI	\$	753.76

Total Change Order Amount: \$753.76

COR 010

SWINERTON

SPECIALTIES GROUP



DAILY TIME & MATERIALS WORK ORDER

No. 10134

Project Name: ECDC	Date of Work: 1-23-2020
SCSPSG - Project Number: 110055106	RFI Number:
Superintendent/ Foreman: BULL GARDIN	PCI Number:
Company: SWINERTON	Cost Code:

DESCRIPTION OF WORK PERFORMED

REPLACE 2X TRIM ON TRIM, CLEAN FASCIA AND
 REPAIR BOTTOM 2X TRIM AT WEST GABLE END,
 REPAIR AND ADJUST EXISTING CABINET HARDWARE

LABOR HOURS

DATE	CREW SIZE	TRADE	RATE	ST/OT/DT	HOURS	TOTAL	
1-23-20	1	SPECIALTIES		ST	8	\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS

MATERIALS & EQUIPMENT USED

QUANTITY	DESCRIPTION	TOTAL	
			TOTAL LABOR: \$
			TOTAL MATERIALS: \$
			ADMIN: \$
			PM: \$
			PE: \$
			OH & P: \$
			OTHER: \$
	GRAND TOTAL + TAX	\$	

ADDITIONAL COMMENTS

[Handwritten Signature]

GRAND TOTAL

558



SWINERTON

28 January 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0571 ECDC – Modify installed sliding marker board track system

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

At the direction from the design team, modify the installed track system for the sliding marker boards to allow for 12" clearance on the strike side of the entry door. Install positive stops in the tracks not shown

Phase	Category	Description	Subcontractor	Quote
101100	71140	At the direction from the design team, modify the installed track system for the sliding marker boards to allow for 12" clearance on the strike side of the entry door. Install positive stops in the tracks not shown	SWINERTON BUILDERS	405.96
			Subtotal	405.96
007480	71160	Subguard	1.15%	4.67
			Markup Subtotal	4.67
			PCI Total	410.63

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **410.63.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in



SWINERTON

scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/28/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SWINERTON



OCLA SPECIALTIES GROUP
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

CHANGE ORDER REQUEST

To: Swinerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614
Attn: Bill Gray

Date: 01/27/20
Job Name: Lemonwood ECDG
SCSPSG COR Number: 005
SBBG Reference Number: N/A

Description of Work:

- Remove sliding markerboard track and cut back track 12" for ADA clearance, then reinstall in accordance with T&M Ticket #10128.

Cost Breakdown:

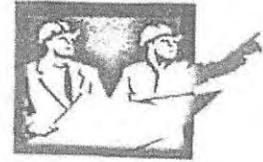
I.	Material Cost	Line Item 1	\$	-
II.	Labor Cost	Line Item 2	\$	163.86
III.	Project Administration Cost	Line Item 3	\$	-
IV.	Subcontract Cost	Line Item 4	\$	-
V.	Mark Up Cost	Line Item 5	\$	24.58
	Total	Sum of I-VI	\$	188.44

Total Change Order Amount: \$188.44

COR 005

SWINERTON

SPECIALTIES GROUP



DAILY TIME & MATERIALS WORK ORDER

No. 10128

Project Name: <u>ECDC</u>	Date of Work: <u>1/16/2020</u>
SCSPSG - Project Number: <u>16055106</u>	RFI Number: <u></u>
Superintendent/ Foreman: <u>BILL GRAY</u>	PCI Number: <u></u>
Company: <u>SWINERTON</u>	Cost Code: <u></u>

DESCRIPTION OF WORK PERFORMED

REMOVE ~~10~~ Bottom tracks w/ back 12" INCHES TO MEET ADA CLEARANCE IN ROOM 301 AND 302. REINSTALL TRACKS

LABOR HOURS

DATE	CREW SIZE	TRADE	RATE	ST/OT/DT	HOURS	TOTAL	
1/16/2020	1			ST	2	\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS

MATERIALS & EQUIPMENT USED

QUANTITY	DESCRIPTION	TOTAL	
			TOTAL LABOR: \$
			TOTAL MATERIALS: \$
			ADMIN: \$
			PM: \$
			PE: \$
			OH & P: \$
			OTHER: \$
	GRAND TOTAL + TAX	\$	

ADDITIONAL COMMENTS

GRAND TOTAL

564

ACKNOWLEDGED BY

Signature indicates acknowledgement that the labor hours and materials expended and equipment used on the date indicated was used to perform the work described. The performance of said work is outside the scope of Swinerton Builders Specialties Group and the contractor has obligation to pay for said work in accordance with the terms of the contract.

DATE SIGNED

[Signature]
Project Manager / Superintendent / Foreman

SWINERTON



OCLA SPECIALTIES GROUP
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

CHANGE ORDER REQUEST

To: Swinerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614
Attn: Bill Gray

Date: 01/27/20
Job Name: Lemonwood ECDC
SCSPSG COR Number: 009
SBBG Reference Number: N/A

Description of Work:

- Provide and fabricate 2" x 2" aluminum angle stops at end of sliding markerboard tracks as tracked by T&M Ticket #10133.

Cost Breakdown:

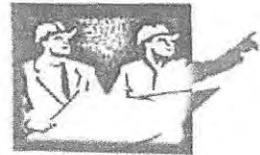
I.	Material Cost	Line Item 1	\$	-
II.	Labor Cost	Line Item 2	\$	189.15
III.	Project Administration Cost	Line Item 3	\$	-
IV.	Subcontract Cost	Line Item 4	\$	-
V.	Mark Up Cost	Line Item 5	\$	28.37
	Total	Sum of I-VI	\$	217.52

Total Change Order Amount: \$217.52

COR 009

SWINERTON

SPECIALTIES GROUP



DAILY TIME & MATERIALS WORK ORDER

No. 10133

Project Name: ECDC	Date of Work: 1-22-20
SCSPSG - Project Number: 16035106	RFI Number:
Superintendent/Foreman: BILL GRAY	PCI Number:
Company: SWINERTON	Cost Code:

DESCRIPTION OF WORK PERFORMED

• FABRICATE 14 PCS OF 2"x2" ALUMINUM ANGLE TO USE AS STOPS AT SLIDING MARKER BOARDS AT END OF TRACK, AND INSTALL

LABOR HOURS

DATE	CREW SIZE	TRADE	RATE	ST/OT/DT	HOURS	TOTAL	
1-22-20	1	SPECIALTIES		ST	1	\$ /	HRS
1-22-20	1	" "		OT	1	\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS
						\$ /	HRS

MATERIALS & EQUIPMENT USED

QUANTITY	DESCRIPTION	TOTAL	
			TOTAL LABOR: \$
			TOTAL MATERIALS: \$
			ADMIN: \$
			PM: \$
			PE: \$
			OH & P: \$
			OTHER: \$
	GRAND TOTAL + TAX	\$	

ADDITIONAL COMMENTS

GRAND TOTAL 567

[Signature]
Project Manager / Superintendent / Foreman

ACKNOWLEDGED BY

Signature indicates acknowledgement that the labor hours and materials expended and equipment used on the date indicated was used to perform the work described. The performance of said work is outside the scope of Swinerton Builders Specialties Group and the contractor has obligation to pay for said work in accordance with the terms of the contract.

DATE SIGNED



SWINERTON

28 January 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0572 ECDC Modify grab bars to meet ADA requirements in student restrooms

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Grab bars as specified and provided will not allow for annular space required between water closet flush valve and grab bar. Furnish and install two separate grab bars in lieu of specified one piece grab bar.

Phase	Category	Description	Subcontractor	Quote
102813	71140	Grab bars as specified and provided will not allow for annular space required between water closet flush valve and grab bar. Furnish and install two separate grab bars in lieu of specified one piece grab bar.	SWINERTON BUILDERS	977.83
			Subtotal	977.83
007480	71160	Subguard	1.15%	11.25
			Markup Subtotal	11.25
			PCI Total	989.08

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **989.08**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in



SWINERTON

scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 4/29/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SWINERTON



OCLA SPECIALTIES GROUP
17731 MITCHELL NORTH, SUITE 200
IRVINE, CA 92614

CHANGE ORDER REQUEST

To: Swinerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614
Attn: Bill Gray

Date: 01/27/20
Job Name: Lemonwood ECDG
SCSPSG COR Number: 012
SBBG Reference Number: N/A

Description of Work:

- Remove (4) L-Shaped grab bars and replace with (4) 42" and (4) 24" grab bars per request of IOR.

Cost Breakdown:

I.	Material Cost	Line Item 1	\$	194.85
II.	Labor Cost	Line Item 2	\$	655.44
III.	Project Administration Cost	Line Item 3	\$	-
IV.	Subcontract Cost	Line Item 4	\$	-
V.	Mark Up Cost	Line Item 5	\$	127.54
	Total	Sum of I-VI	\$	977.83

Total Change Order Amount: \$977.83



SWINERTON

28 January 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0576 ECDC Repair flooring at modified sliding marker board track assembly

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Repair floor tile damaged at modified sliding marker track (See PCI 0571)

Phase	Category	Description	Subcontractor	Quote
096500	71140	Repair floor tile damaged at modified sliding marker track (See PCI 0571)	THE M.S. ROUSE COMPANY	318.00
			Subtotal	318.00
007480	71160	Subguard	1.15%	3.66
			Markup Subtotal	3.66
			PCI Total	321.66

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **321.66**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/28/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez CA 90220

www.rousecompany.com
310-764-4695
310-764-4313

Change Order Request

COR Number: 011

Date: 1/27/2020

Project Number: 160356

Contract Date: 6/20/2018

To:	Project:
Swinerton Builders 865 S. Figueroa Street Ste. 3000 Los Angeles CA 90017	Lemonwood K-8 2200 Carnegie Ct. Oxnard CA 93033

Description of Change:

Cost Impact for EWA #52223. Repair 3 VCT Tiles, 2 with holes drilled in and one that was cracked. Hang Rubber base where wall was patched. 1st floor Classrooms and Storage Room.

Project Original Contract Sum	393,504.25
Total of Previously Approved Change Orders	83,633.66
Contract Amount Prior to this Change Order	477,137.91
Proposed Contract Amount of this Change Order	318.00
Proposed Contract Amount Including this Change Order	477,455.91

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez CA 90220

www.rousecompany.com
310-764-4695
310-764-4313

Change Order Request

COR Number: 011

Date: 1/27/2020

Project Number: 160356

Contract Date: 6/20/2018

To: Swinerton Builders	Project: Lemonwood K-8
-------------------------------	-------------------------------

Item	Description	Quantity	UOM	Unit Price	Extended Price
01 - Flooring					
	Journeyman Regular Hours	4.00	HR	79.50	318.00
Flooring Total:					318.00
Change Order Total:					318.00

Extra Work Authorization Form

State Contractors
License No. 478041

52223

M.S. ROUSE COMPANY A CORPORATION

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel: (310) 764-4695
Fax: (310) 764-4313
www.rousecompany.com



Date Ordered: 1-17-20

Job No.: 160356

Date Completed: 1-17-20

Job Name: LEMON WOOD

You are herewith authorized to do the following extra work for additional compensation under your contract for the project indicated above:

Work to be performed: REPAIR 3 VGT TILES, 2 WITH HOLES DRILLED IN, AND ONE THAT IS CRACKED. HANG RUBBER BASE WHERE WALL WAS PATCHED

Work on level #: 1st FLOOR

Area: CLASSROOMS AND STORAGE ROOM

Description & Quantity of materials used:

REMOVED DAMAGED TILES, RE-GLUED AND REPLACED WITH NEW TILES. HUNG RUBBER BASE WHERE WALL WAS PATCHED.

Number of Men: 1

Names of Men: JASON C.

Number of Hours: 4

Total Man Hours: 4

Time Arrived: 6:00 AM

Time Departed: 10:00 AM

The undersigned agrees that the above changes in the scope of work, were performed and completed, and there will be additional costs added to the base contract amount.

Authorized signature: [Signature]

Date: 1/17/2020

Name/Title: Bill Gray Jr

Company Name: Swimerton



SWINERTON

28 January 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0577 ECDC Add asphalt paving to conform to ADA requirements

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Where new concrete was placed around perimeter of ECDC building, existing asphalt was required to be removed to a greater distance in order to bring it back to match surfaces

Phase	Category	Description	Subcontractor	Quote
321216	71140	Where new concrete was placed around perimeter of ECDC building, existing asphalt was required to be removed to a greater distance in order to bring it back to match surfaces	BC RINCON CONSTRUCTION, INC.	1,637.48
			Subtotal	1,637.48
007480	71160	Subguard	1.15%	18.83
			Markup Subtotal	18.83
			PCI Total	1,656.31

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **1,656.31.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in



SWINERTON

scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

W. Khan
1/20/2020

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



BC RINCON CONSTRUCTION, INC.
 67 East La Loma Avenue Somis CA 93066
 Phone: 805-981-0690 Fax: 805-485-4705
 AR@BCRINCON.COM

JOB #: 16-123 CCO#16

DATE: 12/18/2019

TO: Swinerton Builders

17731 Mitchell North, Suite 200

Irvine, CA

PROJECT: 2200 Carnegie Ct., Oxnard, CA 93033

DESCRIPTION: Tack Vertical Edges and Pave Back 134 SF Along New Concrete With 6" Asphalt. Based On One Move-In

	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
1) Tack vertical edges and pave back along new concrete with 6" asphalt.	134	SF	\$12.22
			\$1,637.48

Total \$1,637.48

Original Contract	\$464,411.00
Other Approved Change Orders	\$48,449.38
This Request	\$1,637.48
Other Pending Request	
Total Contract With This Change Order	\$514,497.86

Authorized Signature: Kenya A. Wade
 BC Rincon Construction

Date: 12-18-19

Authorized Signature: _____

Date: _____



SWINERTON

January 30, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0578 E CDC Replace damaged concrete parking bumpers

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Replace 3/4' and 1/6' concrete parking bumpers in the existing bus loop parking area.

Phase	Category	Description	Subcontractor	Quote
321216	71140	Replace 3/4' and 1/6' concrete parking bumpers in the existing bus loop parking area.	BC RINCON CONSTRUCTION, INC.	310.00
			Subtotal	310.00
007480	71160	Subguard	1.15%	3.57
			Markup Subtotal	3.57
			PCI Total	313.57

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **313.57**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/30/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



BC RINCON CONSTRUCTION, INC.
 67 East La Loma Avenue Somis CA 93066
 Phone: 805-981-0690 Fax: 805-485-4705
 AR@BCRINCON.COM

JOB #: 16-123 CCO#18

DATE: 1/29/2020

TO: Swinerton Builders

17731 Mitchell North, Suite 200

Irvine, CA

PROJECT: 2200 Carnegie Ct., Oxnard, CA 93033

DESCRIPTION: Remove and Replace Bumpers

	<u>QTY</u>		<u>UNIT</u>	<u>AMOUNT</u>
1) Remove and Replace 4' Car Bumpers	3	Ea	\$75.00	\$225.00
2) Remove and Replace 6' Car Bumpers	1	Ea	\$85.00	\$85.00

PLEASE NOTE: This price is based on work being performed at time of striping. If performed on a separate move, price will be \$460.00

Total \$310.00

Original Contract	<u>\$464,411.00</u>
Other Approved Change Orders	<u>\$48,449.38</u>
This Request	<u>\$310.00</u>
Other Pending Request	
Total Contract With This Change Order	<u>\$513,170.38</u>

Authorized Signature:
 BC Rincon Construction

Date: 1/29/2020

Authorized Signature: _____

Date: _____



SWINERTON

January 31, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0579 Reimburse owner FCG Environmental

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Reimburse owner for costs associated with water intrusion at MPR dry storage and classroom building. FCG Environmental invoice #12472

Phase	Category	Description	Subcontractor	Quote
01352000	71150	Reimburse owner for costs associated with water intrusion at MPR dry storage and classroom building. FCG Environmental invoice #12472		-2,277.50
			Subtotal	-2,277.50
			%	
			Markup Subtotal	
			PCI Total	-2,277.50

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: -2,277.50.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 4/31/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Environmental Consulting Services
Asbestos • Mold • Lead • Property Assessment

Invoice

Bill To:
(805) 487-3918
Oxnard School District
Attn: Accounts Payable
1051 S. A Street, Oxnard, CA 93030

Date	Invoice #
12/16/2019	12472

Project Site:
Lemonwood Elementary School
Kitchen Dry Storage Area
and Rooms 305, 314, 321, 355 & 364.
2200 Carnegie St., Oxnard, CA

Terms	Project Code
Due on receipt	Oxnard SD - 69

Item	Description	Quantity	Rate	Amount
Staff Professional - 3	December 10, 2019: Preliminary mold and moisture testing, Kitchen Dry Storage Room, Classroom 305.	4.0	85.00	340.00
Analytical Fees - Air	Non-Viable Air Samples - mold.	3.0	85.00	255.00
Analytical Fee - Tape S...	Non-Viable Tape Sample - mold.	3.0	85.00	255.00
Shipping	Overnight shipping of samples to laboratory.	1.0	60.00	60.00
Staff Professional - 3	December 11, 2019: Preliminary mold and moisture testing, Classrooms, 321, 355, 364 and 314.	4.5	85.00	382.50
Analytical Fees - Air	Non-Viable Air Samples - mold.	5.0	85.00	425.00
Shipping	Overnight shipping of samples to laboratory.	1.0	60.00	60.00
Principal Consultant - 3...	Project management and preparation of Preliminary Mold & Moisture Assessment Report.	5.0	100.00	500.00
	Thank you.			

Total \$2,277.50

Signature: _____
Alan Forbess, President

Payments/Credits \$0.00

Federal TIN: 20-3944034

Balance Due \$2,277.50



SWINERTON

February 5, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0582 Repair crack at second floor walkway Classroom Building

Dear Mr. Mera,

We request a Change Order to our contract for the following:

Repair crack in exterior concrete walk at second floor of classroom building

Phase	Category	Description	Subcontractor	Quote
015300	71111	Repair crack in exterior concrete walk at second floor of classroom building - LABOR		1,579.00
015300	71150	Repair crack in exterior concrete walk at second floor of classroom building - MATERIAL		474.00
			Subtotal	2,053.00
007480	71160	Subguard	1.15%	23.61
			Markup Subtotal	23.61
			PCI Total	2,076.61

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **2,076.61.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.



SWINERTON

Sincerely,
Swinerton Builders

Date: 2/05/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



SWINERTON

February 10, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0583 Add walk pads to MPR roof over locker rooms

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Contract documents do not indicate walk pads around the MEP equipment. Prepare surfaces and install new TPO walk pads to protect TPO roof membrane

Phase	Category	Description	Subcontractor	Quote
075400	71140	Contract documents do not indicate walk pads around the MEP equipment. Prepare surfaces and install new TPO walk pads to protect TPO roof membrane	LETNER ROOFING COMPANY	3,282.19
			Subtotal	3,282.19
007480	71160	Subguard	1.15%	37.75
			Markup Subtotal	37.75
			PCI Total	3,319.94

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: 3,319.94.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a quote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/10/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Service Work Order Invoice

Invoice No: 56802
Date: 02/10/2020
Work Order No: 20223
Work performed: 2/10/2020
Terms: Net 30
Client Code: SWIBUI

1490 N GLASSELL STREET
 ORANGE, CA 92867
 Phone: 714-633-0030 Fax: 714-633-0280

Bill to: SWINERTON BUILDERS
 ATTN: Katheryn Nguyen
 17731 MITCHELL NORTH, STE. 200
 IRVINE, CA 92614
 Phone : 949/622-7000 Fax : 949/477-3085

Job Name: LEMONWOOD K-8 SCHOOL
 2200 CARNEGIE COURT
 OXNARD, CA 93033
 Phone : Fax :

Customer PO#:

Work Ordered: There are about 7 punctures in the roof at the Administration Building from an unknown cause. Can you please dispatch a repair technician to make these repairs.
 Contact Bill to schedule.
 Send invoice to Einvoice@swinerton.com job #16055106

Work Performed:

Item No.	Description	Qty/UofM	Unit Cost	Total
----------	-------------	----------	-----------	-------

Please reference our Invoice Number on all payments

120000	Crew Truck	24.00 hr	\$43.75	\$1,050.00
33A	Foreman Labor	40.00 hr	\$81.25	\$3,250.00
33D	Labor	48.00 hr	\$74.95	\$3,597.60
33G	Travel Time	4.00 hr	\$74.95	\$299.80
	Overhead & Profit 15%	1.00 %	\$1,488.86	\$1,488.86
156J	Seam Cleaner	3.00 gal	\$25.00	\$75.00
932E	TPO Membrane	2.00 rolls	\$400.00	\$800.00
1619A	Walk Pad	2.00 rolls	\$391.65	\$783.30
M-100	Rags	4.00 ea	\$17.50	\$70.00

SubTotal \$11,414.56

Sales Tax: 8.25% \$142.44

Total \$11,557.00

WALK - PADS
 LABOR - FOREMAN 808125 / 650
 - JOURNEYMAN - 1607495 / 119920
 \$928.00
 \$76.58
 \$285.08
 15% 428.11
 \$3282.19

It is agreed between the Purchaser and Letner Roofing Company that the items listed above are sold in accordance with the Terms and Conditions that appear on the reverse side of this contract and the receipt of all listed materials is hereby acknowledged. License # 689961 C-39

Received By: _____ Date: _____



SWINERTON

February 19, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0586 ECDC Rework existing chainlink fence to conform to ECDC site grading and concrete

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Remove, adjust and replace chain link fencing and gates at eastern boundary of project. Existing fence and gates installed during PH. I and II of project did not conform to grade requirements of ECDC site work.

Phase	Category	Description	Subcontractor	Quote
323100	71140	Remove, adjust and replace chain link fencing and gates at eastern boundary of project. Existing fence and gates installed during PH. I and II of project did not conform to grade requirements of ECDC site work.	CROWN FENCE CO., INC.	1,399.08
			Subtotal	1,399.08
007480	71160	Subguard	1.15%	16.09
			Markup Subtotal	16.09
			PCI Total	1,415.17

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **1,415.17.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a quote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in



SWINERTON

scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/19/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CROWN FENCE

Since 1923

Date: 02/17/20

Contractor Name: Swinerton Builders
 Job Name: Lemonwood
 Authorization No: _____

ADDITIONAL DESCRIPTION:

Reinstall ADA Gates and 20' of Chain Link and raise about 200LF of 6' tall chain link

1 LABOR

Taxable wage plus non-taxable fringe benefits

TRADE	HOURS		RATE / HR	=	
	0.00	X	0.00	=	0.00
Foreman:	7.00	X	73.07	=	511.49
Foreman 1.5 OT (Travel time)	0.00	X	97.65	=	0.00
Journeyman:	10.00	X	70.51	=	705.10
Journeyman 1.5 OT	0.00	X	93.81	=	0.00
Operating Engineer	0.00	X	89.98	=	0.00
Operating Engineer 1.5 OT	0.00	X	120.35	=	0.00
	0.00	X	0.00	=	0.00
	0.00	X	0.00	=	0.00
LABOR TOTAL:					1216.59

MATERIAL

DESCRIPTION	UNITS		\$/ UNIT	=	
SEE ATTACHED INVOICE	1.00	X	0.00	=	0.00
	0.00	X	0.00	=	0.00
MATERIAL TOTAL:					0.00

TOTAL LABOR + MATERIAL
 MARK-UP 15%

1216.59
182.49

2 SUBCONTRACTORS

COMPANY NAME	WORK PERFORMED	TOTAL
		0.00
		0.00
		0.00

TOTAL SUBCONTRACTORS

MARK-UP 5%

0.00
0.00

3 EQUIPMENT

Bare Equipment Costs

DESCRIPTION	HOURS		RATE / HR	=	
Utility /Crew Truck	0.00	X	40.65	=	0.00
Welder Generator	0.00	X	6.09	=	0.00
Hydraulic Excavator	0.00	X	49.06	=	0.00
Ramp truck / flatbed	0.00	X	38.38	=	0.00
Towable Compressor	0.00	X	20.19	=	0.00
Towable Cement Mixer	0.00	X	3.92	=	0.00
Fork Lift 6 K-8K	0.00	X	42.59	=	0.00
	0.00	X	0.00	=	0.00

TOTAL EQUIPMENT COSTS

MARK-UP 15%

0.00
0.00

SUPPLEMENTAL COSTS:

DESCRIPTION	HRS- UNIT		\$/ HR - UNIT	=	
FREIGHT	0.00	X	0.00	=	0.00
Packaging	0.00	X	0.00	=	0.00
Submittals/Shop Drawings	0.00	X	0.00	=	0.00
Mobilization	0.00	X	0.00	=	0.00
	0.00	X	0.00	=	0.00

TOTAL SUPPLEMENTAL COSTS

MARK-UP 15%

0.00
0.00

SALES TAXES

SUBTOTAL

BOND

0.00 % of \$0
 0.00
 0.00 % of \$1,399

0.00
1399.08
0.00

4 TOTAL COST

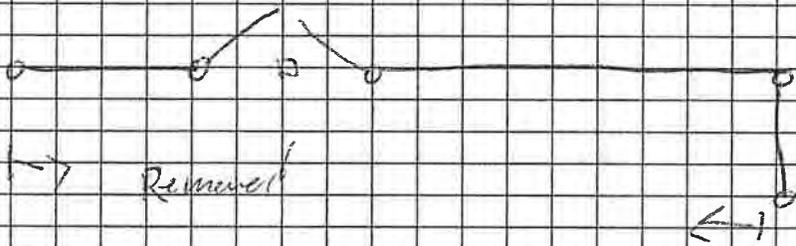
\$ 1,399.08



EXTRA WORK/TIME & MATERIAL SHEET

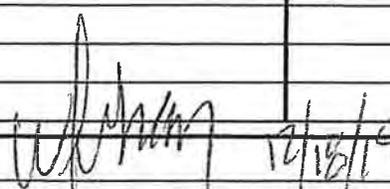
CUSTOMER: Swinerton		Date: 12-17-19
JOB NAME: Lemonwood		Project Change Order #
JOB NUMBER: 16-0242	Project No.	Workmen Deliveries: Equipment Materials
Job Location: Oxnard		

Description: Raise about 200 LF of 6' Black chain link to allow for mow curb to be poured. ~~Remove 2 DD gates~~
~~Remove 2 DD gates~~ and Remove 2 DD gates

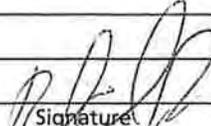


Name	Class	Reg HRS	OT HRS	Equip #	Equipment:	Hrs
Roberto Ochoa Jr	F	4		T-125	Crown Truck	4
Armando Gonzalez	J	4				

Materials:		Materials: (continued)	
Item:	QTY	Item:	QTY
XXXXXXXXXX	XXXXXX		

Contractor Representative:  12/18/19 595

Owner Representative: _____

Crown Fence Co. Representative: Roberto Ochoa Jr  12-17-19
 Print Name Signature Date



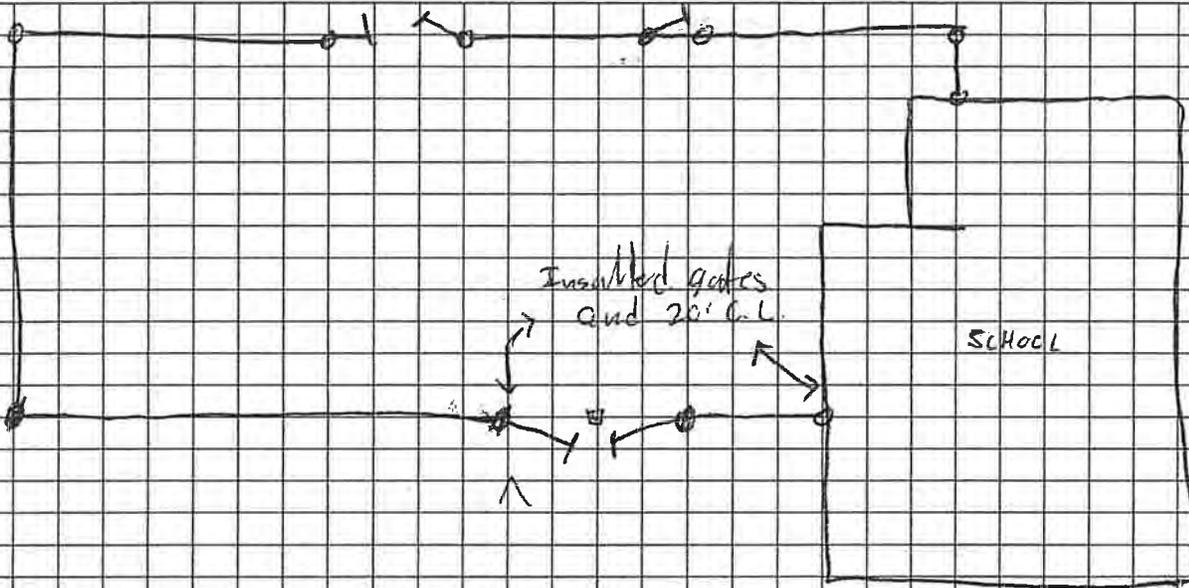
CROWN FENCE SINCE 1923

No 15886

EXTRA WORK/TIME & MATERIAL SHEET

CUSTOMER: SWINERTON	Date: 01-07-2020
JOB NAME: Lemonwood	Project Change Order #
JOB NUMBER: 16-0242 Project No.	Workmen Deliveries: Equipment Materials
Job Location: Oxnard	
Description: Re-installed ADA gates and 20' of 6' chainlink	

+ weld extensions to 3 gate post 3 1/2 x 4"



Name	Class	Reg HRS	OT HRS	Equip #	Equipment:	Hrs
Roberto Cohen Jr	F	3		F25	Crew Truck	
Amanda Gonzalez	J	3				
Giovanny Salazar	AP	3				

Materials:		Materials: (continued)	
Item:	QTY	Item:	QTY

Contractor Representative	<i>[Signature]</i> 01/07/2020	596
Owner Representative		
Crown Fence Co. Representative	Roberto Cohen Jr Print Name	<i>[Signature]</i> Signature
		1-7-20 Date



SWINERTON

February 24, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0590 ECDC Add blinds in rooms 15, 16 and doors 20 & 21

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Furnish and install horizontal blinds in rooms 15 & 16, and full lite doors 20 & 21 to match blinds installed in other parts of building

Phase	Category	Description	Subcontractor	Quote
015300	71111	Installtion	Swinerton 4hrs @\$98.68	394.72
122100	71140	Furnish and install horizontal blinds in rooms 15 & 16, and full lite doors 20 & 21 to match blinds installed in other parts of building	A1 QUALITY BLINDS	1,142.00
			Subtotal	1,536.72
007480	71160	Subguard	1.15%	17.67
007410	71160	Builders Risk	0.6%	9.33
007420	71160	General Insurance	1.15%	17.88
007510	71160	P&P Bond	1%	11.42
991000	79999	Change Order Fee	5%	79.08
			Markup Subtotal	135.38
			PCI Total	1,672.10

TOTAL AMOUNT OF THIS CC ALLOCATION REQUEST: **1,672.10**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.



SWINERTON

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 02/24/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Bill Gray

From: A1 Quality Blinds <a1qbclic@gmail.com>
Sent: Thursday, February 20, 2020 1:52 PM
To: Bill Gray; Nalani Scanlon
Subject: Fwd: Lemonwood ECDC - Additional blinds

External (a1qbclic@gmail.com)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Hi Bill,

The cost of the 4 additional blinds including shipping to the site is \$1,142.00 This excludes measuring and installation. Please let me know if you would like us to proceed ordering the materials.

There were two blinds missing from installation as they got damaged by the shipping company. These blinds are getting replaced and shipped two the site. We already installed the brackets and we will provide you with the tracking # as soon as we have it.

Thank you,

Anca Fundulea

Anca Fundulea

A1 Quality Blinds

t: (858) 689-9999

f: (866) 547-6470

e: a1qbclic@gmail.com

PLEASE SEE BELOW FOR OUR NEW SUITE NUMBER!!

New address:

13230 Evening Creek Dr. #211
San Diego, CA 92128

----- Forwarded message -----

From: **Carlie - A1 Quality Blinds** <carlie.a1qbclic@gmail.com>
Date: Wed, Feb 19, 2020 at 5:05 PM
Subject: Fwd: Lemonwood ECDC - Additional blinds
To: Anca Fundulea <a1qbclic@gmail.com>

Thanks!

Carlie

Carlie Boudreau

Estimator

A1 Quality Blinds

t: (858) 689-9999

f: (866) 547-6470

e: carlie.a1qbclic@gmail.com

Send bid invitations ONLY to a1qbclic@gmail.com

PLEASE SEE BELOW FOR OUR NEW SUITE NUMBER!!

New address:

13230 Evening Creek Dr. #211
San Diego, CA 92128

----- Forwarded message -----

From: **Carlie - A1 Quality Blinds** <carlie.a1qbclic@gmail.com>
Date: Wed, Feb 19, 2020 at 5:05 PM
Subject: Re: Lemonwood ECDC - Additional blinds
To: Bill Gray <BGray@swinerton.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>

Hi Bill,

We'll check and get back to you.

Thanks!
Carlie

Carlie Boudreau
Estimator

A1 Quality Blinds

t: (858) 689-9999
f: (866) 547-6470

e: carlie.a1qblc@gmail.com

Send bid invitations ONLY to a1qblc@gmail.com

PLEASE SEE BELOW FOR OUR NEW SUITE NUMBER!!

New address:
13230 Evening Creek Dr. # 211
San Diego, CA 92128

On Wed, Feb 19, 2020 at 3:30 PM Bill Gray <BGGray@swinerton.com> wrote:

Carlie,

We need to get price and availability for additional blinds.

- Zea. Window opening 59 x 22 ½
- Zea. Door lite 22 ½ x 63



SWINERTON

February 27, 2020

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0591 ECDC Remove existing tree and roots, regrade area and seed

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

At the request of OSD, remove existing tree and roots, re-grade site around tree removal area and seed area.

Phase	Category	Description	Subcontractor	Quote
329000	71140	At the request of OSD, remove existing tree and roots, re-grade site around tree removal area and seed area.	PIERRE LANDSCAPE	8,467.00
			Subtotal	8,467.00
007480	71160	Subguard	1.15%	97.37
			Markup Subtotal	97.37
			PCI Total	8,564.37

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **8,564.37.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation request, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.



SWINERTON

Sincerely,
Swinerton Builders

Date: 02/27/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



To: Swinerton Builders
Attn: Bill Gray
Email: bgray@swinerton.com
Project: Lemonwood ES

From: Scott Horner
Job #: 22589
Date: 02/26/20

Change Order Request #: 14.1

Subject: Removal of Existing Tree and Adding Soil and Sport Field Mix Seed

DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
LABOR ITEMS				
Labor -Journeyman	Hrs	24	\$ 75.68	\$ 1,816.32
Labor-Foreman	Hrs	8	\$ 83.29	\$ 666.32
Labor-Apprentice	Hrs	40	\$ 66.77	\$ 2,670.80
MATERIALS, EQUIPMENT, SUBCONTRACTOR ITEMS				
STUMP GRINDER	Day	1	\$ 370.00	\$ 370.00
Dump Truck	Day	1	\$ 390.00	\$ 390.00
Dump Fees	LS	1	\$ 1,150.00	\$ 1,150.00
Soil: Sandy Loam	cu.yd.	4	\$ 30.84	\$ 123.36
Topper - Fine Seed Cover	cu.yd.	1	\$ 43.18	\$ 21.59
Seed - Sports Field Mix (25lb)	ea	1	\$ 154.17	\$ 154.17

Subtotal	\$	7,363
Sales Tax		Incl
Markup (15%)	\$	1,104
Maint. (2.5%)	\$	-
Plant Replacement (5%)	\$	-
Gross C/O \$	\$	8,467
Bond (1.5%)	\$	-
TOTAL C/O \$	\$	8,467

***Based on this additional work,

3

day(s) will be added to our current work schedule***

**Mobilization fees may apply if not performing contract work on site **

* Pricing valid until

04/26/20

subject to labor rate increase after this date. *

Thank you,
 Scott Horner
 Sr. Project Manager

PE _____
 PM _____
 RS _____
 JL _____

Amendment #001 to Agreement #15-198 with Swinerton Builders Lease/Leaseback Documents for the Lemonwood ECDC Project

At the Regular Board Meeting of Wednesday March 2, 2016, the Board of Trustees approved the District to enter into agreements with Swinerton Builders for the Lemonwood Reconstruction Project. Those Documents include; Construction Services Agreement #15-198, Site Lease #15-199 and Sublease #15-200. The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

1. Construction Services Agreement #15-198, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraph 1 shall be amended to include the following supplemental scope:

The scope of work for the Lemonwood ECDC project consists of Modernization of Early Childhood Development Center and associated site work for Oxnard School District as specifically described in the DSA Approved plans and specifications. The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

- DSA Approved drawings for DSA Application # 03-116656 (Approved 1/25/2019)
- DSA Approved Project Manual for DSA Application # 03-116656

The amendment to the "GMP" for this supplemental Work shall be **Two Million Nine Hundred Seventy-Six Thousand Three Hundred Seventy-Five Dollars and Forty-Five Cents (\$2,976,375.45)**.

The amended "GMP" for the Project shall be **Thirty-Six Million Six Hundred Four Thousand Six Hundred Eight Dollars and Eighteen Cents (\$36,604,608.18)**. The amended GMP consists of (1) the original Board approved GMP of (\$29,575,897.91) and, Board Approved Change Orders to date in the amount of Four Million Fifty-Two Thousand Three Hundred Thirty-Four Dollars and Eighty-Two Cents (\$4,052,334.82) and, Amendment No. 1 (Lemonwood ECDC) in the amount of Two Million Nine Hundred Seventy-Six Thousand Three Hundred Seventy-Five Dollars and Forty-Five Cents (\$2,976,375.45).

2. Construction Services Agreement #15-198, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraph 2, line 1, shall also incorporate Exhibit A.1 as part of the Scope of Work.

3. Construction Services Agreement #15-198, page 10, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; "Bill Gray" shall be inserted as Project Manager for the project.
4. Amendment No. 1 of Construction Services Agreement #15-198, "EXHIBIT A", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes four (4) pages; Scope of Work (1 page) and Drawings Index (3 pages).
5. Amendment No. 1 of Construction Services Agreement #15-198, "EXHIBIT B", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes Bid Sheets (3 pages).

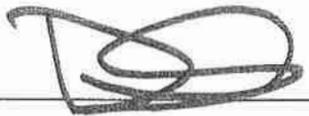
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

CONTRACTOR

Swinerton Builders
865 S. Figueroa Street, Suite 3000
Los Angeles, CA 90017
Bill Gray, Project Manager

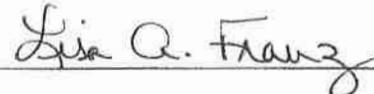
THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030

By:  _____

Title: Exec Vice President

Date: 06/19/2019

By:  _____

Title: Lisa A. Franz, Director, Purchasing

Date: 6-26-19

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

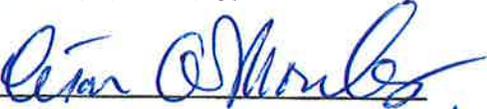
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #18-238 - PRIDE Learning Co.
(DeGenna/Madden)**

At the Board Meeting of June 5, 2019, the Board of Trustees approved Agreement #18-238 with PRIDE Learning Co., in the amount of \$10,000.00, to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department.

Amendment #1, in the amount of \$164,000.00, will increase the number of students receiving support through the remainder of the fiscal year, for a revised total agreement amount of \$174,000.00.

FISCAL IMPACT:

\$164,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #18-238 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #18-238, PRIDE Learning Co. \(14 Pages\)](#)

**Amendment #1 to Agreement #18-238 with
Pride Learning Co.
April 1, 2020**

At the Board Meeting of June 5, 2019, the Board of Trustees approved Agreement #18-238 with PRIDE Learning Co., in the amount of \$10,000.00, to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department.

Amendment #1, in the amount of \$164,000.00, will increase the number of students receiving support through the remainder of the fiscal year, for a revised total agreement amount of \$174,000.00.

PRIDE LEARNING CO.:

By: _____
May Dabbah

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #18-238

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 5th day of June 2019 by and between the Oxnard School District (“District”) and PRIDE Learning Co. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from June 1, 2019 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [X] does not qualify as a "designated employee".

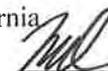
 (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California

 (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

 (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: ~~Amelia Sugden~~ **KATRINA MADDEN**
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: PRIDE Learning Co.
27001 La Paz Rd., Suite 336
Mission Viejo, CA 92691
Attention: May Dabbah
Phone: 866.774.3342
Email: may@pridelearningcenter.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **KATRINA MADDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

6-7-19
Date

Tax Identification Number: 95-6002318

PRIDE LEARNING CO.:

May Dabbah
Signature

May Dabbah / Director
Typed Name/Title

5-20-19
Date

Tax Identification Number: 83-1010223

- Not Project Related
- Project #18-238

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED TUITION/FEES SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED TUITION/FEES SHEET**

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #18-238

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00), per the tuition/fees sheet attached, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$10,000.00, per the tuition/fees sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #18-238

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #18-238

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-238

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **PRIDE LEARNING CO.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-7-19

By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing

Tuition and Fees
2018-2019 & 2019-2020

Private Individual 1:1 sessions in reading, writing and comprehension
On-Site/In-Home with a PRIDE Reading Specialist

\$90 per hour with a 3 hr min per week

\$120 registration fee

Optional Written Reports **\$160**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-65 - Children's Therapy Network
(DeGenna/Madden)**

At the Board Meeting of August 07, 2019, the Board of Trustees approved Agreement #19-65 with Children's Therapy Network, to provide supplemental staffing services to support private school students for the 2019-2020 school year, including Extended School year, in the amount of \$5,000.00.

Amendment #1, in the amount of \$10,000.00, will increase the number of private school students receiving services for the 2019-2020 school year, for a revised total agreement amount of \$15,000.00.

FISCAL IMPACT:

\$10,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #19-65 with Children's Therapy Network.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-65, Children's Therapy Network \(7 Pages\)](#)

**Amendment #1 to Agreement #19-65 with
Children's Therapy Network
April 1, 2020**

At the Board Meeting of August 07, 2019, the Board of Trustees approved Agreement #19-65 with Children's Therapy Network, to provide supplemental staffing services to support private school students for the 2019-2020 school year, including Extended School year, in the amount of \$5,000.00.

Amendment #1, in the amount of \$10,000.00, will increase the number of private school students receiving services for the 2019-2020 school year, for a revised total agreement amount of \$15,000.00.

CHILDREN'S THERAPY NETWORK:

By: _____
Cassandra Woods

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OSD AGREEMENT #19-65



Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 www.ChildrensTherapyNetwork.net

AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of August 2019 by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and Oxnard School District (Private Schools) ("Client").

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
- CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
 - CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
 - If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
- B. Terms of Agreement
- This Agreement shall be for a period of 12 months beginning August 1, 2019 through July 31, 2020, which includes the extended school year time.
 - Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
- Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. The list requires, but is not limited to the following:

1. Most Current and complete IEP, including all goals;
2. Medical history or most recent evaluation;
3. Current grade level;
4. Case manager contact information;
5. Teacher's name and contact information;
6. Parent name and contact information;
7. School Location;
8. Service Location.

D. CTN's Fee and Payment Thereof

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
 1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of
 - a. Individual treatment \$ 125.00 per discipline service, per hour, per student.
 - b. Group treatment (2-4 students) \$85.00 per discipline, per hour, per student.
 - c. For an evaluation a fee rate of \$ 500.00 per discipline service. Evaluations will include testing and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of \$125 per hour billed as IEP time. CTN's fees shall be paid monthly by Client upon receipt of an invoice each month detailing the fees incurred for the previous month. See attached exhibit for details.
 2. CTN will provide monthly billing logs as follows:
 - a. Master summary of all students and total treatment time rendered on a monthly basis.
 - b. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
 - c. Treatment notes upon request.
 - d. Signed Service Logs upon request.
 3. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$125.00.
 4. Administrative time will be paid at the hourly rate of \$125.00 for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
 5. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
 6. No Show or cancelation will be paid at the rate of \$125.00 per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.

7. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.
8. Drive time: Client agrees to pay the hourly fee of \$125.00 for drive time for CTN therapists to commute to and from CTN office to the school location when location of student is more than 25 miles from a CTN office.
9. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 25 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.
- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.

In the event of Client's failure to pay an invoice past 60 days of the invoice date, CTN shall have the right to suspend services or terminate this Agreement.

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its department, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages

arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

- c. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damages or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.
- b. CTN will maintain workers compensation insurance for all therapists providing services to clients, as deemed appropriate by workers compensation regulations.
- c. CTN will maintain proper and up to date for each therapist providing services to Client:
 - 1. Professional Licenses.
 - 2. Tuberculosis testing.
 - 3. CPR certifications.
 - 4. Fingerprinting
 - 5. Criminal background checks
- d. CTN will maintain an up to date and current Non-Public Agency Certificate.
- e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- g. Time is of the essence with respect to the various provisions of this Agreement.
- h. This Agreement may not be amended except in writing signed by both parties to this Agreement.
- i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of

the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network
1857 Knoll Dr.
Ventura Ca 93003

C Woods-Pierce D.P.L., P.L., C.C.O.
Contractor Signature and Title

5/31/2019
Date:

Agency:

Oxnard School District (Private schools)
1051 A St.
Oxnard Ca 93030

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Agency Signature and Title

8-12-19
Date:



Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 www.ChildrensTherapyNetwork.net

ADDENDUM TO Oxnard School District (Private)

This Addendum (this "**Addendum**") is entered in by Children's Therapy Network, Inc., a California Corporation ("**CTN**"), and Oxnard School District (Private) ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated August 7, 2019 ("**Contract**"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.
2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.
3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By: CWoods-Prince DPT, PT, CEO
Cassandra Woods, DPT, PT, CEO

Oxnard School District (Private)

By: Lisa A. Franz 8-12-19
Print Name: Lisa A. Franz
Title: Director, Purchasing

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc.

5/23/2019

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention – Design or Planning	BID				
Behavior Intervention – Implementation	BII				
Physical/Occupational/Speech Therapy Evaluation with Report (Attendance of IEP meeting billed at the hourly rate)	EVAL	\$500.00	na	na	Flat Rate for Eval
Early Education Programs for Children with Disabilities	EE	\$125.00	\$85.00 per child	\$100.00	per unit hour
Language and Speech Development and Remediation	LSDR	\$125.00	\$85.00 per child	\$100.00	per unit hour
Occupational Therapy Services	OT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Parent Counseling and Training	PCT				
Physical Therapy Services	PT	\$125.00	\$85.00 per child	\$100.00	per unit hour
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS	\$95.00	\$65.00 per child	\$95.00	per unit hour
Specialized Driver Training Instruction	SDTI				
<i>Briefly name Low Incidence:</i>					
Transcriber Services	TS				
Vision Services	VS				
Other Related Service (MUST Identify Below)*	OTH*				
<i>Name Other Service:</i>					

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04b of this application packet.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-131 - Casa Pacifica, NPS
(DeGenna/Madden)**

At the Board Meeting of October 23, 2019, the Board of Trustees ratified Agreement #19-131 with Casa Pacifica, NPS to provide Non Public School (NPS) services for student JR062907, for the 2019-2020 school year, including Extended School year, in the amount not to exceed \$47,400.00.

Amendment #1, in the amount of \$27,846.00, will add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, for a total agreement amount of \$75,246.00.

FISCAL IMPACT:

\$27,846.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #19-131 with Casa Pacifica School, NPS in the amount not to exceed \$27,846.00.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-131, Casa Pacifica, NPS \(4 Pages\)](#)

**Amendment #1 to Agreement #19-131 with
Casa Pacifica, NPS
April 1, 2020**

At the Board Meeting of October 23, 2019, the Board of Trustees ratified Agreement #19-131 with Casa Pacifica, NPS to provide Non Public School (NPS) services for student JR062907, for the 2019-2020 school year, including Extended School year, in the amount not to exceed \$47,400.00.

Amendment #1, in the amount of \$27,846.00, will add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, for a total agreement amount of \$75,246.00.

Casa Pacifica, NPS School:

By: _____
Carlye Garcia, Contracts Manager

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, California 93030 • (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-131

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: JR062907

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020, and \$52 daily rate for round trip transportation for 200 days, services not to exceed **\$47,400.00**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT
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AGREEMENT #19-131
Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$47,400.00** for **Student: JR062907**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT
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AGREEMENT #19-131

Page 3

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT
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AGREEMENT #19-131
Page 4

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

10-25-19
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Oxnard School District

10/11/19
Date

Carlye Garcia
Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

Agreement #19-201 with Merrill Educational Center, NPS (DeGenna)

Requesting ratification for Non-Public School (NPS) services for the student listed below for the 2019-2020 and 2020-2021 school years, including Extended School year, beginning March 18, 2020. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Grade: 8th (1)
Student: ML110406

Term of Agreement: March 18, 2020 through July 31, 2021

FISCAL IMPACT:

\$121,600.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational services that the Board of Trustees ratify Agreement #19-201 with Merrill Educational Center, NPS in the amount not to exceed \$121,600.00.

ADDITIONAL MATERIALS:

Attached: [Calendars 2019-20 & 2020-21 \(2 Pages\)](#)
[#19-201 Agreement NO NAME - Merrill Educational Center 2019-20 & 2020-21 \(#ML110406\) \(DeGenna-Madden\).pdf](#)

MERRILL EDUCATIONAL CENTER CALENDAR
2020

January 6	School resumes
January 20	MLK-no school
February 17	President's Day - no school
April 10 through April 17	Spring Break - no school
May 25	Memorial Day – no school
September 7	Labor Day – no school
November 11	Veteran's Day – no school
November 25, 26, 27	Thanksgiving Break – no school
December 21 – December 31	Winter Break – no school

MERRILL EDUCATIONAL CENTER CALENDAR
2021

January 4	School resumes
January 18	MLK-no school
February 15	President's Day - no school
April 2 through April 9	Spring Break - no school
May 31	Memorial Day – no school
September 6	Labor Day – no school
November 11	Veteran's Day – no school
November 24, 25, 26	Thanksgiving Break – no school
December 20 – December 31	Winter Break – no school

MERRILL EDUCATIONAL CENTER SCHOOL CONTRACT

Thank you for choosing Merrill Educational Center and School! Following are the policies and the contractual agreement for the school.

Merrill Educational Center operates on a private school tuition plan. Like other private schools, each student has set hours and set fees for the semester. Parents or institutions must sign this contractual commitment for the remainder of the 2019-2020 fiscal year and the fiscal year of 2020/2021, when the student starts classes. A school calendar designating semester dates and holidays will be provided.

Districts will be billed on a monthly basis for each of the 12 months of the school year. All payments need to be received by the 1st of each month with a 5% penalty charged after the 3rd of the month. This contract specifies 25 hours of instructional time per week, at a tuition rate of \$7,600.00 per month. Students are charged \$10 a day for a lunch, should they require one. In addition, workbooks bought for a student will be billed on the next statement.

We are unable to make-up missed sessions which are generated by a student's absence, as our teachers work back-to-back to service students daily. Consequently, no requests made on behalf of a student for make-up hours will be scheduled. When a teacher is absent, a substitute will be provided.

All students need to be at school on time. Their books should remain in their locker here, unless they are needed for study or homework.

All cell phones must be turned off during class time. If you need to reach your child during class, please call the office.

When a student is going to be absent, a parent must call the school as soon as possible.

In the case of private transportation, please provide the name and number to contact if the bus is late, or have the driver call us at 818-865-0008.

An outside school can expect a summary of the child's curriculum for the current month, at the end of that month.

The Center should also know if the student should be escorted to the restroom and back to class, or if the student should be permitted to go alone.

In the situation of a non English Dominant student, and in the event that the student speaks primarily Spanish, an interpreter will hear the student's concerns and make certain that the student's concerns are known.

Please sign below and return this form to our office by the student's first day with us. Students arriving without a signed contract will not be allowed to start school, per insurance regulations.

Thank you for your cooperation and please call the school if you have any questions or concerns.

I have read and agree to follow the above listed policies. I understand that I am making a financial commitment for the remainder of the 2019-2020 fiscal year and the fiscal year of 2020/2021.

Student name: ML110406

District signature: Lisa A. Franz, Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-202 – Cydney M. Fox dba/Audiology Solutions LA
(DeGenna/Madden)**

Dr. Cydney M. Fox, Educational Audiologist from Audiology Solutions LA will provide (central) auditory processing evaluations for the Special Education Services Department during the 2019-2020 academic year.

FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-202 with Cydney M. Fox dba/Audiology Solutions LA.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-202, Audiology Solutions LA \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-202

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of April 2020 by and between the Oxnard School District (“District”) and Cydney M. Fox dba/Audiology Solutions LA (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from February 1, 2020 through June 30, 2020 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00) per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Cydney M. Fox dba/Audiology Solutions LA
17251 Westbury Drive
Granada Hills, CA 91344
Phone: 626.793.8711
Email: cydneyfox@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **KATRINA MADDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

CYDNEY M. FOX dba/AUDIOLOGY SOLUTIONS LA:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-202

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-202

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #19-202

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-202

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$30,000.00, per attached rate sheet, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-202

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-202

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #19-202

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #19-202

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-202

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CYDNEY M. FOX dba/AUDIOLOGY SOLUTIONS LA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

AUDIOLOGY SOLUTIONS LA

18017 Chatsworth St. #252

Granada Hills, CA 91344

818-631-5538

2019-2020 RATE SHEET
FOR
AUDITORY PROCESSING DISORDERS ASSESSMENT

By
Audiology Solutions LA
Cydney Fox, AuD
Doctor of Audiology

Evaluation for APD assessment = \$1350.

Charge for telephone participation of IEP = \$150

Total = \$1500

This evaluation includes:

- 1 Review of previous assessments
- 2 Assessment of 2-3 hours
- 3 Report
- 4 Discussion and explanation of results with parents (telephone conference)
- 5 One hour IEP on telephone.

Cydney Fox, AuD
Doctor of Audiology
Board Certified, Audiology



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 09/26/19

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0272943461-8	From: 12/01/19 to 12/01/20 at 12:01 AM Standard Time
Name Insured and Address:			Program Administered by:	
Cydney M Fox 17251 Westbury Dr Granada Hills, CA 91344-1542			Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com/renew	
Medical Specialty			Code	Insurance Provided by:
Audiologist			80716	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

Professional Liability **\$1,000,000 each claim** **\$3,000,000 aggregate**

- Your professional liability limits shown above include the following:
- Good Samaritan Liability
 - Malplacement Liability
 - Personal Injury Liability
 - Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
<i>Includes Workplace Violence Counseling</i>				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$75.00

Premium reflects employed, full-time rate.

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: CNA93692 (11-2018) Endorsement Date: Master Policy: 188711433 677

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-203 - Pathways 2 Speech (DeGenna/Madden)

Pathways 2 Speech will provide Independent Education Evaluator Services to the Special Education Services Department during the 2019-2020 & 2020-2021 academic years to complete speech evaluations services.

FISCAL IMPACT:

\$5,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-203 with Pathways 2 Speech.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-203, - Pathways 2 Speech \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-203

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of April 2020 by and between the Oxnard School District (“District”) and Pathways 2 Speech (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from March 1, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Pathways 2 Speech
2103 S. El Camino Real, Suite #202
Oceanside, CA 92054
Phone: (760) 683.4585
Fax: (760) 518.8563
Email: pathways2speech@me.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **KATRINA MADDEN** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

PATHWAYS 2 SPEECH:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-203

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-203

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #19-203

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-203

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-203

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation.~~ The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

Not Project Related

Project #19-203

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #19-203

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-203

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **PATHWAYS 2 SPEECH**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

PATHWAYS 2 SPEECH 2020 FEE SCHEDULE

Mary E. Clemons, M.A., CCC-SLP, LSLs Cert. AVT and Elizabeth Dressel. M.Ed., LSLs Cert. AvEd.

2103 S. El Camino Real Suite 202, Oceanside, CA 92054

760-518-8563, 760-683-4585

pathways2speech@me.com

Service	Rate	Period
Auditory Verbal Therapy (AVT); Speech and Language	\$150.00	Hourly or any portion thereof
Tele Therapy (Speech and Language; AVT)	\$150.00	Hourly or any portion thereof
IEE and Triennial Assessment: We accept IEE contracts on an individual basis based on availability. Triennial contracts for existing PATHWAYS students will be accepted but additional Triennial evaluations will be accepted based on availability.	\$1,500.00 Per eval including administration, analysis, report writing, and proposed goal development	(up to 20 hours)
Goal Development and I.E.P. Writing for Annual Reviews	\$150.00	1 hour fee
IEP Attendance (via phone or live) If distance is 30 miles or more minimum fee of 3 hours.	\$150.00	Hourly or any portion thereof
Mileage (Round Trip) 57.5 (IRS 2020)	57.5 cents	Per mile
Consultation (AVT); Speech and Language	\$150.00	Hourly or any portion thereof

PATHWAYS 2 Speech, NPI # 1003113408

Tax 27-4639148

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** April 1, 2020

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-205 with Casa Pacifica, Non-Public School, NPS
(DeGenna/Madden)**

Requesting approval for Non-Public School (NPS) services for student JCM032007, for the 2019-2020 school year, including Extended School year. The Non- Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 109 days = \$20,165.00
(Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 109 days = \$5,668.00

Grand Total: \$25,833.00 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-205 with Casa Pacifica School, NPS in the amount not to exceed \$25,833.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-205, Casa Pacifica School, NPS \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • (805) 385-1501

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-205

THIS AGREEMENT, made and entered into this 1st day of April 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: JCM032007

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 109 days; and a \$52 daily rate for round trip transportation for 109 days; this includes 20 days of extended school year through July 10, 2020; total services not to exceed **\$25,833.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • (805) 385-1501

AGREEMENT #19-205

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$25,833.00** for **Student: JCM032007**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • (805) 385-1501

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



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AGREEMENT #19-205

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

Resolution #19-25 – Authorizing and Directing Staff to Prepay Outstanding 2010 Lease Agreement in Full from Lawfully Available Funds and Approving all Actions Relating Thereto (Penanhoat)

In 1997, the District undertook a Lease financing in the form of Certificates of Participation in the amount of \$7.3 million to finance improvements to Brekke Elementary School. The 1997 COPs, which were partially paid down, were refinanced in 2010 with a privately placed Lease agreement in the amount of \$5.3 million with Bank of America. The lease requires semi-annual payments each February 1 and August 1 until August 1, 2026.

The District is now able to prepay the Lease without a prepayment penalty by providing a 30-day notice. The prepayment date must be either February 1 or August 1, and the next possible prepayment date is August 1, 2020. The District has developer fees on hand and wishes to use these funds to effect the prepayment. Prepaying the Lease would save the District approximately \$500,000 in future interest costs.

Resolution #19-25 for the Board's consideration would direct staff to proceed with the prepayment in accordance with the terms of the 2010 Lease documents. Approximately \$2.9 million in developer fee funds will be transferred to the Trustee/Paying Agent in April, with the 30-day notice being provided in June. The Lease will then be prepaid on August 1, 2020.

FISCAL IMPACT:

Estimated savings of \$500,000.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-25 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-25 \(2 pages\)](#)

**BOARD OF TRUSTEES
OXNARD SCHOOL DISTRICT**

RESOLUTION NO. 19-25

**RESOLUTION AUTHORIZING AND DIRECTING STAFF TO
PREPAY OUTSTANDING 2010 LEASE AGREEMENT IN FULL
FROM LAWFULLY AVAILABLE FUNDS AND APPROVING ALL
ACTIONS RELATING THERETO**

WHEREAS, in order to finance a portion of the costs of the construction of Norman Brekke Elementary School, on August 15, 1997 the Oxnard School District (the "District") in Ventura County (the "County"), State of California (the "State") entered into a certificate of participation financing designated "Certificates of Participation (1997 School Facilities Project)" in the aggregate original principal amount of \$5,715,000 (the "1997 COPs"); and

WHEREAS, on January 19, 2010, the District refinanced its obligations relating to the 1997 COPs with the proceeds of a Lease Agreement, dated as of January 19, 2010, by and between the District and Public Property Financing Corporation of California (the "Corporation"), in the principal amount of \$5,715,000 (the "2010 Lease"), which was undertaken on a private placement basis; and

WHEREAS, the original investor in the 2010 Lease was Bank of America, N.A. (the "Assignee"), which was assigned the right to receive semi-annual lease payments made by the District on each February 1 and August 1 during the term of the 2010 Lease, with the final payment due August 1, 2026; and

WHEREAS, the source of lease payments under the 2010 Lease is from any source of legally available funds of the District, which are budgeted and appropriated annually during the term of the 2010 Lease; and

WHEREAS, notwithstanding that the 2010 Lease has a final payment date of August 1, 2026, under the terms of the 2010 Lease, the District has the right to prepay the principal due thereunder on any February 1 or August 1 without prepayment penalty or premium, upon 30 days' written notice to the Corporation and the Assignee (including their successors, if any); and

WHEREAS, the District has identified lawfully available funds which are sufficient to provide for the prepayment in full of the 2010 Lease on August 1, 2020 and desires to direct staff to take such actions and execute such notices and documents as are necessary and recommended to set aside said funds and accomplish said prepayment;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Determination to Prepay 2010 Lease. The Board hereby determines to prepay the 2010 Lease in full on August 1, 2020, from its lawfully available funds.

Section 3. Direction to Staff. The Superintendent, the Assistant Superintendent, Business and Fiscal Services, and their designees (the “Authorized Officers”), are hereby directed and authorized to execute and deliver all agreements to facilitate the prepayment of the 2010 Lease as provided herein, which are hereby approved. This includes but is not limited to a notice of prepayment, an escrow deposit or similar agreement which provides for the advance deposit of funds into escrow for the purpose of setting aside funds for the August 1, 2020 prepayment, and a termination agreement to facilitate the cleaning of legal title with respect to the property that is the subject of the 2010 Lease.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on April 1, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Trustees
Oxnard School District,
Ventura County, California

ATTEST:

Secretary of the Board of Trustees
Oxnard School District,
Ventura County, California

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

Approval of Use of Grants Resolution #19-27 for the Lemonwood Reconstruction Project (Aguilera-Fort/Penanhoat)

Oxnard School District has submitted a funding application for the Lemonwood Reconstruction Project that is currently under review by the Office of Public School Construction (OPSC). The OPSC has determined that in order to maximize the potential apportionment for the application, a "Use of Grants" mechanism is necessary. This funding mechanism requires the diversion or reassignment of pupil grants. The "Use of Grants" mechanism does not increase the district's overall number of pupil grants. This resolution is required as part of the application process.

FISCAL IMPACT:

The District is anticipated to receive grant funding from the State for this application.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #19-27 of the Board of Trustees of the Oxnard School District Acknowledging the Submission of a Use of Grants "California Regulations Section 1859.77.3 (b)" Application to the Office of Public School Construction for the Lemonwood Reconstruction Project and Acknowledging that Said Submission will Request the Diversion of Eligible Pupil Grants.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-27 \(2 pages\)](#)

RESOLUTION NO. 19-27

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS “CALIFORNIA REGULATIONS SECTION 1859.77.3 (b)” APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE LEMONWOOD RECONSTRUCTION PROJECT AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS

WHEREAS, a school district’s eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

WHEREAS, the Oxnard School District has submitted a State funding application for the Lemonwood Reconstruction Project constructed at 2001 San Mateo Place utilizing a “Use of New Construction Grant” request;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. That the Board of Trustees of the Oxnard School District (“Board”) pursuant to California Regulations Section 1859.77.3(b), hereby acknowledges the utility of the “Use of New Construction Grant”;
2. That the Board, pursuant to the same California Regulations Section 1859.77.3(b), hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District;
3. That in summary, the following is the breakout of pupil grants for the Lemonwood Reconstruction Project:
 - K-6: 221
 - 7-8: 216
 - SDC NonSevere: 1
4. That this Resolution shall take effect immediately upon its passage; and
5. That the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 1st day of April, 2020, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Madrigal Lopez				
Clerk Vega:				
Trustee Robles-Solis:				
Trustee O’Leary:				
Trustee Cordes:				

Monica Madrigal Lopez
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution #19-27 was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on April 1, 2020.

Dr. Jesus Vega
Clerk of the Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

Resolution #19-28 Authorizing the Issuance and Sale of 2020 Refunding General Obligation Bonds (Federally Taxable) in the Principal Amount of Not to Exceed \$95,000,000 for the Purpose of Refinancing Outstanding General Obligation Bonds and Refunding Bonds, and Approving Documents and Official Actions Relating Thereto (Penanhoat)

The District has received voter approval of general obligation bond measures for the purpose of providing financing for important facilities improvement projects in the District. Pursuant to such authority, the District has issued bonds and refunding bonds (as identified in Appendix A to the Resolution) (collectively, the "Prior Bonds"). When the Prior Bonds were issued, early redemption provisions were included in the bond documentation, which allow the District to refinance the outstanding bonds when interest rates reflecting current market conditions will result in savings for the District and its property taxpayers.

The District has been advised that current conditions in the bond market will result in interest savings to District property taxpayers by undertaking a refinancing of some of the maturities of the Prior Bonds. As provided by law, Refunding Bonds can only be issued if savings are realized, and the final maturity date of the Refunding Bonds is not extended beyond final maturity date of the original bonds to be refinanced.

Resolution #19-28 for Board consideration sets forth all of the terms and conditions of the issuance of 2020 Refunding Bonds to achieve interest rate savings currently available in the bond markets. The Bonds are proposed to be issued as traditional, current interest bonds (no capital appreciation bonds) pursuant to the terms of the California Government Code. The Bonds are expected to be issued on a federally taxable basis, in full compliance with the Federal tax code regarding refinancings on an advance basis. Current expectations regarding the costs of the 2020 Bonds as required by Senate Bill 450 are set forth in Appendix C to the Resolution. The Resolution authorizes the sale of the bonds by negotiation to the investment banking firm of Raymond James & Associates, Inc., which will underwrite all of the bonds and have the responsibility of placing them with investors. The resolution authorizes the Superintendent and Assistant Superintendent, Business and Fiscal Services, working with its financing professionals, to finalize documentation relating to the issuance of the Bonds, including the Official Statement, which is the disclosure document to be provided to potential bond purchasers, which under securities laws standards must contain all material information to make an informed investment decision, and no material misstatements or omissions.

FISCAL IMPACT:

None to the General Fund. Refinancing will result in reduced ad valorem property tax levies in the District for bond repayment. Costs of issuing the Bonds are included in the refinancing plan as costs of issuance and paid from proceeds of the Refunding Bonds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-28 Authorizing Issuance of 2020 Refunding General Obligation Bonds.

ADDITIONAL MATERIALS:

- Attached:** [Resolution #19-28 \(30 pages\)](#)
- [Draft Preliminary Official Statement \(92 pages\)](#)
- [Draft Bond Purchase Agreement \(18 pages\)](#)
- [Draft Escrow Agreement \(9 pages\)](#)

**BOARD OF TRUSTEES
OXNARD SCHOOL DISTRICT**

RESOLUTION NO. 19-28

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2020
REFUNDING GENERAL OBLIGATION BONDS (FEDERALLY
TAXABLE) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED
\$95,000,000 FOR THE PURPOSE OF REFINANCING
OUTSTANDING GENERAL OBLIGATION BONDS AND
REFUNDING BONDS, AND APPROVING DOCUMENTS AND
OFFICIAL ACTIONS RELATING THERETO**

WHEREAS, the Board of Trustees (the "Board") of the District has previously issued and sold the general obligation bonds and refunding bonds (collectively, the "Prior Bonds") as more particularly identified in Appendix A hereto; and

WHEREAS, the Prior Bonds which remain outstanding are subject to redemption prior to maturity at the option of the District, on the dates and upon the terms as further specified in the documents providing for the issuance of the respective series of Prior Bonds; and

WHEREAS, the District has been advised that due to favorable conditions that exist in the bond market, it has an opportunity to refund all or some maturities of the outstanding Prior Bonds and thereby realize significant financial savings to the property tax payers of the District; and

WHEREAS, the Board is authorized to provide for the issuance and sale of refunding bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Refunding Bond Law"); and

WHEREAS, in order to obtain savings for District taxpayers, the Board has determined at this time to issue and sell its 2020 Refunding General Obligation Bonds (Federally Taxable) in the aggregate principal amount of not to exceed \$95,000,000 (the "Refunding Bonds"); and

WHEREAS, it is expected that because the Prior Bonds will be refunded on an advance basis, in order to comply with all applicable federal tax law requirements, they will be issued on a federally taxable basis; and

WHEREAS, issuance of the Refunding Bonds will be in compliance with the District's debt management policy which complies with Government Code Section 8855;

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix C is the information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the meaning given such terms in the recitals.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality of securities issued by public entities.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, relating to the purchase of the Refunding Bonds by the Underwriter.

“Closing Date” means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds.

“County” means the County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Office” means the Ventura County Office of Education.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the fund established and held by the County Office under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Oxnard School District, a school district organized under the Constitution and laws of the State of California, and any successor.

“District Representative” means the President of the Board, the Vice President of the Board, the Superintendent, the Assistant Superintendent, Business and Fiscal Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

“DTC” means The Depository Trust Company and its successors and assigns.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

“Escrow Agent” means U.S. Bank National Association, its successors and assigns, as escrow agent under the Escrow Agreements.

“Escrow Agreement” means the Escrow Agreement between the District and the Escrow Agent, relating to the refunding and discharge of the Prior Bonds, in whole or in part. This Resolution authorizes one or more Escrow Agreements if advised to accomplish the refinancing described herein.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Interest Payment Date” means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02, and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

“Prior Bonds” means, collectively, the general obligation bonds and refunding issued by the District and identified on Appendix A.

“Record Date” means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Refunding Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53550 of said Code, as amended from time to time.

“Refunding Bonds” means the Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable), authorized and at any time Outstanding under this Resolution.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and transfer of the Refunding Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof (if any) which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Underwriter” means Raymond James & Associates, Inc., as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender

is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.03. Authority for this Resolution; Findings. This Resolution is adopted by the Board under the authority of the Refunding Bond Law. The District hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$95,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund all or any portion of the outstanding Prior Bonds. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds authorized hereunder may be issued in one or more series, on a federally taxable basis, and shall be designated the "Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable)" with such additional designations may be added in the Bond Purchase Agreement to identify the Refunding Bonds.

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded. Before issuing the Refunding Bonds, the District shall receive confirmation that the requirements of Section 53552 of the Refunding Bond Law have been satisfied from CFW Advisory Services, LLC as financial advisor to the District (the "Financial Advisor").

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and this Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection (d) are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Refunding Bonds shall be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection will be reduced in integral multiples of \$5,000, as designated in a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity shall be designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date. Such notice may state that it is subject to rescission pursuant to (e) below.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of

authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. The Refunding Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Bond Purchase Agreement.

Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly

executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Refunding Bond Law, the Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Refunding Bonds shall only be issued if the savings requirement stated in Section 2.01 herein can be met, as confirmed by the District's Financial Advisor, and the Underwriter's discount shall not exceed 0.50% of the aggregate principal amount of the Refunding Bonds. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53555 of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (ii) the Underwriter is familiar with the financial and operating conditions of the District and the overall requirements of its

financing plan, and (iii) the Refunding Bonds will be sold on a federally taxable basis and therefore might not have the broad appeal needed for a competitive sale.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Secretary of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of the Refunding Bonds shall be paid by the Underwriter on the Closing Date, as directed by the District, as follows:

- (a) The Underwriter shall transfer a portion of the proceeds of such series to U.S. Bank National Association, as custodian (the "Custodian") under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of such series of Refunding Bonds.
- (c) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent (or such other appropriate escrow holder) to be held, invested and applied to refund and discharge all or a portion of the outstanding Prior Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Board hereby approves the refunding of the Prior Bonds pursuant to an Escrow Agreement, in substantially the form on file with the Secretary of the Board, together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by the Superintendent or any other District Representative, who are hereby separately authorized and directed to execute and deliver the final form of the Escrow Agreement on behalf of the District. If legal counsel advises the District that more than one escrow agreement is necessary to effectuate the refinancing plan authorized hereby, a District Representative is authorized to execute and deliver said agreements.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance of the Refunding Bonds, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian

Agreement relating to the Refunding Bonds with U.S. Bank National Association in the form on file with the Secretary of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(a), a portion of the proceeds of sale of the Refunding Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The engagements CFW Advisory Services LLC, acting as Financial Advisor, and Jones Hall, A Professional Law Corporation, Bond Counsel, are confirmed in accordance with existing agreements with said firms in connection with the issuance of the Refunding Bonds. Addendums are hereby authorized to the extent necessary to reflect the issuance of the Refunding Bonds. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix C.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund by the County Office.

The principal of and interest and redemption premium (if any) on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof,

and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Office to establish, hold and maintain a fund to be known as the “2020 Refunding GO Bonds Debt Service Fund”, which the County Office shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County Office promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) received by the District on the sale of the Refunding Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Refunding Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District’s general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County Office shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section 4.03. The County Office shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing,

or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Office hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.04, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners.

The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. CDIAC Annual Reporting.

The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.05. Continuing Disclosure.

The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. Further Assurances.

The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent.

U.S. Bank National Association is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California,

having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The

Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or

- (d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

Section 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this

Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money

sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and be vested in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on April 1, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Trustees
Oxnard School District,
Ventura County, California

ATTEST:

Secretary of the Board of Trustees
Oxnard School District,
Ventura County, California

APPENDIX A

SUMMARY OF PRIOR BONDS TO BE REFUNDED IN WHOLE OR IN PART

Name of Issue	Original Issue Date	Terms of Redemption
Election of 2012 Bonds		
\$25,500,000 Oxnard School District (County of Ventura, California) General Obligation Bonds Election of 2012, Series B	May 30, 2013	Commencing August 1, 2023 at par
\$15,750,000 Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2012, Series C	November 5, 2014	Commencing August 1, 2024 at par
\$30,360,000 Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2012, Series D	August 4, 2015	Commencing August 1, 2024 at par
Refunding Bonds		
\$10,750,000 Oxnard School District (County of Ventura, California) 2010 General Obligation Refunding Bonds	March 17, 2011	Commencing August 1, 2021 at par
\$7,275,000 Oxnard School District (County of Ventura, California) 2011 General Obligation Refunding Bonds	July 14, 2011	Commencing August 1, 2021 at par
\$12,240,000 Oxnard School District (County of Ventura, California) 2012 General Obligation Refunding Bonds	July 2, 2012	Commencing August 1, 2022 at par
\$11,835,000 Oxnard School District (Ventura County, California) 2014 General Obligation Refunding Bonds	June 19, 2014	Commencing August 1, 2024 at par
\$14,305,000 Oxnard School District (Ventura County, California) 2015 General Obligation Refunding Bonds	May 6, 2015	Commencing August 1, 2025 at par

APPENDIX B

FORM OF REFUNDING BOND

[Form Only – Not For Execution at Time of Resolution Adoption]

REGISTERED BOND NO. _____ \$ _____

OXNARD SCHOOL DISTRICT

(Ventura County, California)

**2020 REFUNDING GENERAL OBLIGATION BOND
(FEDERALLY TAXABLE)**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The OXNARD SCHOOL DISTRICT (the "District"), located in Ventura County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2020 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2020, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such

Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Trustees of the District adopted on October 9, 2020 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[if applicable: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of \$5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking
Fund Redemption Date
(August 1)

Principal Amount
To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the manual or facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President
Board of Trustees

Attest:

Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX C

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Refunding Bonds (Estimated): 2.75% (All In)
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$562,760. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately \$200,000 together with estimated Underwriter's compensation in the amount of approximately \$362,760. Bond insurance, if beneficial to the refinancing, will be an additional cost.
3. Proceeds of the Refunding Bonds expected to be received by the District for deposit in the Refunding Escrow Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): \$89,666,100
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): \$123,590,108

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding rates available in the bond market at the time of pricing the Refunding Bonds, and assume a principal amount of Refunding Bonds of \$90,660,000.*

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 26, 2020

NEW ISSUE - FULL BOOK-ENTRY

INSURED RATING: Standard & Poor's: "____"
UNDERLYING RATING: Standard & Poor's: "____"
See "RATINGS" herein

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, based upon existing laws, regulations, rulings, court decisions, and assuming (among other things) compliance with certain covenants, interest on the Bonds is exempt from State of California personal income taxes. Interest on the Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$95,000,000*

OXNARD SCHOOL DISTRICT

(Ventura County, California)

2020 Refunding General Obligation Bonds

(Federally Taxable)

Dated: Date of Delivery

Due: August 1, as shown on inside front cover

Authority and Purposes. The Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable) (the "Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on March 18, 2020 (the "Bond Resolution"). The Bonds are being issued for the purpose of refinancing on an advance basis certain outstanding general obligation bonds of the District. See "THE BONDS – Authority for Issuance" and "THE REFINANCING PLAN" herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Bonds will be dated the date of delivery. The Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2020. Payments of principal of and interest on the Bonds will be paid by U.S. Bank National Association, the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "THE BONDS – Mandatory Sinking Fund Redemption."

Bond Insurance. The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____ ("_____"). See "BOND INSURANCE" and "APPENDIX H – SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

LOGO OF BOND INSURER

MATURITY SCHEDULE

(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California, is serving as Underwriter's Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about April 16, 2020.

RAYMOND JAMES®

The date of this Official Statement is _____, 2020.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

OXNARD SCHOOL DISTRICT
(Ventura County, California)
2020 Refunding General Obligation Bonds
(Federally Taxable)

Base CUSIP†: 692020

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP†
-------------------------------------	-----------------------------	----------------------	--------------	---------------

\$ _____ - _____% Term Bonds maturing August 1, 20____; Yield: ____; CUSIP†: ____

*Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Bond Insurance. Build America Mutual Assurance Company (“BAM” or the “Bond Insurer”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Bond Insurer, supplied by the Bond Insurer and presented under the heading “BOND INSURANCE” and in APPENDIX H.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

**OXNARD SCHOOL DISTRICT
COUNTY OF VENTURA
STATE OF CALIFORNIA**

BOARD OF TRUSTEES

Monica Madrigal Lopez, *President*
Dr. Jesus Vega, *Clerk*
Debra Cordes, *Trustee*
Denis O' Leary, *Trustee*
Veronica Robles-Solis, *Trustee*

DISTRICT ADMINISTRATION

Karling Aguilera-Fort, *Superintendent*
Janet Penanhoat, *Assistant Superintendent, Business & Fiscal Services*
Ana DeGenna, Ed.D., *Assistant Superintendent, Educational Services, CAO*
Jesus Vaca, Ed.D., *Assistant Superintendent, Human Resources & Support Services*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

CFW Advisory Services, LLC
Emeryville, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

**BOND REGISTRAR, TRANSFER AGENT, PAYING AGENT
AND ESCROW AGENT**

U.S. Bank National Association
Los Angeles, California

ESCROW VERIFICATION

Causey Demgen & Moore, P.C.
Denver, Colorado

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\$95,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2020 Refunding General Obligation Bonds
(Federally Taxable)

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the refunding general obligation bonds captioned above (the “**Bonds**”) by the Oxnard School District (the “**District**”), Ventura County (the “**County**”), in the State of California (the “**State**”).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District consists of an area of 28 square miles located in the southeastern portion of the County. It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment is budgeted for 15,825 students in fiscal year 2019-20. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purposes. The net proceeds of the Bonds will be used to refinance on an advance basis certain outstanding maturities of the District’s outstanding general obligation bonds and refunding general obligation bonds as more particularly identified under the caption “THE REFINANCING PLAN” (collectively, the “**Prior Bonds**” and with respect to those maturities to be refunded, the “**Refunded Bonds**”), and to pay related costs of issuance. See “THE REFINANCING PLAN” herein.

Authority for Issuance of the Bonds. The Bonds are being issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the “**Bond Law**”), and pursuant to a resolution adopted by the Board of Trustees of the District on March 18, 2020 (the “**Bond Resolution**”). See “THE BONDS - Authority for Issuance” herein.

Payment and Registration of the Bonds. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “THE BONDS” and “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Preliminary; subject to change.*

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Optional Redemption” and “THE BONDS – Mandatory Sinking Fund Redemption.”

Security and Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of principal of and interest on the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

Tax Matters. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California (“**Bond Counsel**”), based upon existing laws, regulations, rulings and court decisions, and assuming (among other things) compliance with certain covenants, interest on the Bonds is exempt from State of California personal income taxes, although interest on the Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel express no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “TAX MATTERS” and Appendix D hereto for the form of Bond Counsel’s opinion to be delivered concurrently with the Bonds.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of issuance of the Bonds and executed by the District (the “**Continuing Disclosure Certificate**”). The form of the Continuing Disclosure Certificate is included in Appendix E hereto. See “CONTINUING DISCLOSURE.”

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent’s Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

THE REFINANCING PLAN

As described herein, the proceeds of the Bonds will be used to refund certain maturities of the Prior Bonds, and to pay related costs of issuance.

The Refunded Bonds

The Bonds are being issued by the District to refund on an advance basis certain maturities of the Prior Bonds, as more particularly identified in the following tables (the “**Refunded Bonds**”).

OXNARD SCHOOL DISTRICT Identification of Refunded 2012 Election, Series B Bonds

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2023	100.0%
			08/01/2023	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT Identification of Refunded 2012 Election, Series C Bonds

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2024	100.0%
			08/01/2024	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT Identification of Refunded 2012 Election, Series D Bonds

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2024	100.0%
			08/01/2024	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

**OXNARD SCHOOL DISTRICT
Identification of Refunded 2010 Refunding General Obligation Bonds**

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2021	100.0%
			08/02/2021	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

**OXNARD SCHOOL DISTRICT
Identification of Refunded 2011 Refunding General Obligation Bonds**

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2021	100.0%
			08/01/2021	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

**OXNARD SCHOOL DISTRICT
Identification of Refunded 2012 Refunding General Obligation Bonds**

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2022	100.0%
			08/01/2022	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT
Identification of Refunded 2014 Refunding General Obligation Bonds

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2024	100.0%
			08/01/2024	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

OXNARD SCHOOL DISTRICT
Identification of Refunded 2015 Refunding General Obligation Bonds

Maturities Payable from Escrow (August 1)	CUSIP†	Principal Amount	Redemption Date	Redemption Price
			08/01/2025	100.0%
			08/01/2025	100.0
Total:	--		--	--

T: Term Bonds.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

Deposits in Escrow Fund

The District will deliver the net proceeds of the Bonds to U.S. Bank National Association, Los Angeles, California, as escrow bank (the “**Escrow Agent**”), for deposit in an escrow fund (the “**Escrow Fund**”) established under an Escrow Agreement (the “**Escrow Agreement**”), between the District and the Escrow Agent. The Escrow Agent will invest such funds in certain United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States (“**Escrow Fund Securities**”) and will apply such funds, together with interest earnings on the investment of such funds in Escrow Fund Securities, to pay the principal of and interest on the Refunded Bonds, including the redemption price of the Refunded Bonds, as set forth above, together with accrued interest to the redemption date identified above.

Sufficiency of the deposits in the Escrow Fund for the foregoing purposes will be verified by Causey Demgen & Moore, P.C., Denver, Colorado (the “**Verification Agent**”). See “VERIFICATION OF MATHEMATICAL ACCURACY” herein. As a result of the deposit of funds with the Escrow Agent on the date of issuance of the Refunding Bonds, the Refunded Bonds will be legally defeased and will be payable solely from amounts held for that purpose under the Escrow Agreement, and will cease to be secured by *ad valorem* property taxes levied in the District.

The Escrow Fund Securities and cash held by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Bonds, and will not be available for the payment of debt service with respect to the Refunding Bonds.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds

Total Sources

Uses of Funds

Escrow Fund

Costs of Issuance⁽¹⁾

Total Uses

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, the municipal advisor, the Paying Agent, Escrow Agent, Verification Agent, bond insurance premium, and the rating agency.

THE BONDS

Authority for Issuance

The Bonds will be issued pursuant to the Bond Law and pursuant to the Bond Resolution.

Description of the Bonds

The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “— Book-Entry Only System” below and “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Bonds will be issued in the denominations of \$5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2020 (each, an “**Interest Payment Date**”). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to July 15, 2020, in which event it will bear interest from the date of delivery of the Bonds identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

Paying Agent

U.S. Bank National Association will act as the registrar, transfer agent, and paying agent for the Bonds (the “**Paying Agent**”) in accordance with the Bond Resolution. As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will provide notices and payments in accordance with the book-entry procedures summarized below under the heading “— Book-Entry Only System.”

Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company (“**DTC**”). Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC's book-entry method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the

redemption of the Bonds called for redemption or of any other action premised on such notice. See “APPENDIX F – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, and the Underwriter have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a redemption price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions, and any such portion may be separately redeemed. Whenever less than all of the outstanding Bonds are designated for redemption, the Paying Agent shall select Bonds for redemption as directed by the District, and without direction, in inverse order of maturity. If less than all Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, 20__ (the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1, 20__ and each August 1 thereafter in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium, together with interest accrued thereon to the redemption date. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking fund payments with respect to such Term Bonds will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

Notice of Redemption

The Paying Agent is required to give notice of the redemption of the Bonds, at the expense of the District, at least 20 days but not more than 60 days prior to the date fixed for redemption. Notice of any redemption of Bonds may be a conditional notice of redemption and subject to rescission as set forth below and shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the

date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest thereon shall cease to accrue.

Neither failure to receive or failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Registration, Transfer and Exchange of Bonds

If the book-entry system is discontinued, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book-entry system is discontinued, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Dallas, Texas for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book-entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC

requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

Defeasance

Any or all of the Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

“Federal Securities” means any non-callable United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

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DEBT SERVICE SCHEDULES

The Bonds. The following table shows the debt service schedule with respect to the Bonds, assuming no optional redemptions.

OXNARD SCHOOL DISTRICT 2020 Refunding General Obligation Bonds

Bond Year Ending	Principal	Interest	Total Debt Service
8/1/20			
8/1/21			
8/1/22			
8/1/23			
8/1/24			
8/1/25			
8/1/26			
8/1/27			
8/1/28			
8/1/29			
8/1/30			
8/1/31			
8/1/32			
8/1/33			
8/1/34			
8/1/35			
8/1/36			
8/1/37			
8/1/38			
8/1/39			
8/1/40			
8/1/41			
8/1/42			
8/1/43			
Total			

Combined General Obligation Bond Indebtedness. The following table shows the debt service schedule with respect to all outstanding general obligation bonds of the District, together with debt service due on the Bonds, assuming no optional redemptions.

**OXNARD SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule**

Period Ending (August 1)	2006 Authorization	2012 Authorization	Refunding GOBs	2016 Authorization	The Bonds	Total
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
2041						
2042						
2043						
2044						
2045						
2046						
2047						
TOTAL						

Certain maturities of the District's other GO Bonds are expected to be refunded with the proceeds of the Bonds. The debt service schedule above will be revised in the Final Official Statement to reflect final pricing information. See "THE REFINANCING PLAN."

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by the County. In accordance with Education Code 15250 and following, the County Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Bonds Payable from Ad Valorem Property Taxes. The District has previously issued other general obligation bonds, which are payable from *ad valorem* taxes on a parity basis. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District that is payable from *ad valorem* taxes levied on parcels in the District. See “PROPERTY TAXATION – Direct and Overlapping Debt” below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into the debt service fund for the Bonds, which is maintained by the Ventura County Treasurer in accordance with Education Code Section 15251 and the Bond Resolution, and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property. See “PROPERTY TAXATION” below.

Statutory Lien on Ad Valorem Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter-approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the school district or community college district, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value." See also following paragraph regarding the Coronavirus (defined below).

Disclosure Relating to the Coronavirus. The outbreak of COVID-10, a respiratory disease caused by a new strain of coronavirus ("**Coronavirus**"), which was first detected in China and has spread to other countries, including the United States and the State, has been declared a Public Health Emergency of International Concern by the World Health Organization. No assurance can be provided that the Coronavirus or any other highly contagious or epidemic diseases will not adversely impact the District. While the effects of Coronavirus may be temporary, it appears to be altering the behavior of businesses and people in a manner that may have negative impacts on global and local economies. Stock markets in the United States and globally have seen significant recent declines that have been attributed to Coronavirus concerns. The District cannot predict the extent or duration of the current outbreak or what impact it may have on assessed values of property within the District or the District's financial condition and operations. See description of the security for the Bonds above, and also the summary of assessed valuations and tax rates herein under "PROPERTY TAXATION – Assessed Valuations" and "-Typical Tax Rates."

The District is actively monitoring the Coronavirus situation in accordance with guidelines from official sources. A temporary shutdown of a school or schools could reduce average daily attendance and could impact funding the District receives from the State under its funding formula. Should an outbreak occur in the District, it could result in operational costs to clean, sanitize and maintain facilities. The District receives much of its revenues from the State under its education funding formula, which are comprised of local property taxes and State moneys. Declines in State revenues as a consequence of the impacts of Coronavirus could result in a corresponding decline in revenues available for school districts. See "DISTRICT GENERAL AND FINANCIAL INFORMATION – DISTRICT FINANCIAL INFORMATION – Education Funding Generally."

Notwithstanding the impacts the Coronavirus may have on the economy in the State and the District or on the District's revenues, the Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the general fund of the District.

Debt Service Fund

The County will establish a "**Debt Service Fund**" for the Bonds, as a separate fund to be maintained distinct from all other funds of the County. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund by the County promptly upon receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same become due and payable. Funds on deposit in the Debt Service Fund are subject to a statutory lien pursuant to the provisions of Section 15251 of the California Education Code.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the District shall transfer such amounts to other debt service funds of the District with respect to outstanding general obligation bonds of the District, if any, and if none, then to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal, of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

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PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing (1) state assessed public utilities’ property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, Senate Bill 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, Senate Bill 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued

by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property,” a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuations

Assessed Valuation History. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. For a discussion of how properties currently are assessed, see Appendix A under the heading “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Shown in the following table are recent assessed valuations for the District.

OXNARD SCHOOL DISTRICT Historical Assessed Valuations Fiscal Year 2008-09 through Fiscal Year 2019-20

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	% Change
2008-09	\$10,289,763,060	\$44,811,506	\$588,785,515	\$10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.5)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.3)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.9)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.9
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.9
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	7.0
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	4.9
2016-17	11,572,450,695	27,821,419	630,809,104	12,231,081,218	3.6
2017-18	12,162,886,371	26,420,545	624,628,048	12,813,934,964	4.8
2018-19	12,722,763,657	22,019,444	665,603,830	13,410,386,931	4.7
2019-20	13,296,260,662	19,486	766,628,545	14,062,908,693	4.9

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. Economic Conditions; Disasters. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area,

government regulations such as zoning, and man-made or natural disasters such as earthquakes, fires, floods and drought. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, and wildfires in different regions of the State, and related flooding and mudslides. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Seismic activity is also a risk in the region where the District is located. Although fires have occurred in areas adjacent to the District, recent major wildfires have not occurred within District boundaries. See also "SECURITY FOR THE BONDS – *Ad Valorem* Taxes – Disclosure Relating to the Coronavirus." The District cannot predict or make any representations regarding the effects that wildfires, other type of natural or manmade disasters and related conditions or economic conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Initiative for Split-Roll Approach to Property Taxation. A State constitutional amendment designated as the California Schools and Local Community Funding Act of 2020, has qualified by initiative for the November 3, 2020 ballot which, if approved by State voters by majority vote, would amend the Constitution to change to a split roll approach to determine property values for purposes of property taxation. If approved, the Constitution will be amended to provide for the reassessment to fair market value of certain commercial and industrial real properties every three years, overriding the current two percent limitation on annual assessment increases until a property changes ownership. The resulting increases in property tax revenues would be allocated among local public agencies. The District cannot predict if such initiative will be successful or the impact it might have on assessed values in the District.

Parcels by Land Use. The following table shows a breakdown of local secured property assessed value and parcels within the District by land use for Fiscal Year 2019-20.

**OXNARD SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2019-20**

	2019-20	% of	No. of	% of
Non-Residential:	Assessed Valuation ⁽¹⁾	Total	Parcels	Total
Agricultural	\$ 204,264,836	1.54%	130	0.41%
Commercial	793,767,029	5.97	855	2.69
Vacant Commercial	27,390,874	0.21	56	0.18
Industrial/Food Processing	1,463,048,246	11.00	611	1.92
Oil & Gas Production	151,899,962	1.14	42	0.13
Vacant Industrial	54,768,739	0.41	92	0.29
Recreational	16,787,307	0.13	26	0.08
Government/Social/Institutional	8,574,162	0.06	484	1.52
Miscellaneous	<u>35,308,526</u>	<u>0.27</u>	<u>250</u>	<u>0.79</u>
Subtotal Non-Residential	\$2,755,809,681	20.73%	2,546	8.01%
Residential:				
Single Family Residence	\$ 7,320,378,777	55.06%	18,679	58.79%
Condominium/Townhouse	2,225,649,296	16.74	6,814	21.45
Mobile Home	13,945,808	0.10	656	2.06
Mobile Home Park	11,948,429	0.09	8	0.03
2-4 Residential Units	323,526,022	2.43	909	2.86
5+ Residential Units/Apartments	484,078,240	3.64	288	0.91
Hotel/Motel	72,398,261	0.54	59	0.19
Timeshare	723,269	0.01	1,647	5.18
Vacant Residential	<u>87,802,879</u>	<u>0.66</u>	<u>164</u>	<u>0.52</u>
Subtotal Residential	\$10,540,450,981	79.27%	29,224	91.99%
Total	\$13,296,260,662	100.00%	31,770	100.00%

(1) Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Per Parcel Assessed Valuation of Single-Family Homes. The table below shows the per parcel assessed valuation of single-family homes in the District for Fiscal Year 2019-20.

**OXNARD SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single-Family Homes
Fiscal Year 2019-20**

	No. of Parcels	2019-20 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	18,679	\$7,320,378,777	\$391,904	\$342,955

2019-20 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	631	3.378%	3.378%	\$ 25,373,604	0.347%	0.347%
\$50,000 - \$99,999	1,571	8.411	11.789	111,290,953	1.520	1.867
\$100,000 - \$149,999	831	4.449	16.237	103,738,801	1.417	3.284
\$150,000 - \$199,999	1,019	5.455	21.693	180,968,399	2.472	5.756
\$200,000 - \$249,999	1,753	9.385	31.078	398,990,785	5.450	11.207
\$250,000 - \$299,999	1,938	10.375	41.453	531,817,122	7.265	18.471
\$300,000 - \$349,999	1,832	9.808	51.261	594,979,234	8.128	26.599
\$350,000 - \$399,999	1,779	9.524	60.785	666,317,702	9.102	35.701
\$400,000 - \$449,999	1,614	8.641	69.426	684,031,223	9.344	45.046
\$450,000 - \$499,999	1,351	7.233	76.658	638,256,449	8.719	53.764
\$500,000 - \$549,999	949	5.081	81.739	497,262,699	6.793	60.557
\$550,000 - \$599,999	796	4.261	86.000	457,868,980	6.255	66.812
\$600,000 - \$649,999	621	3.325	89.325	386,396,744	5.278	72.090
\$650,000 - \$699,999	429	2.297	91.622	288,542,861	3.942	76.032
\$700,000 - \$749,999	318	1.702	93.324	230,331,892	3.146	79.179
\$750,000 - \$799,999	246	1.317	94.641	190,390,317	2.601	81.779
\$800,000 - \$849,999	146	0.782	95.423	120,762,229	1.650	83.429
\$850,000 - \$899,999	108	0.578	96.001	93,874,876	1.282	84.711
\$900,000 - \$949,999	94	0.503	96.504	87,011,672	1.189	85.900
\$950,000 - \$999,999	51	0.273	96.777	49,627,313	0.678	86.578
\$1,000,000 and greater	<u>602</u>	<u>3.223</u>	100.000	<u>982,544,922</u>	<u>13.422</u>	100.000
Total	18,679	100.000%		\$7,320,378,777	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in Appendix A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases,

the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Typical Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities for property in the District which lies in Tax Rate Area 3-001 during fiscal years 2014-15 through 2018-19. Tax rates for fiscal year 2019-20 are not yet available.

**OXNARD SCHOOL DISTRICT
Typical Tax Rates
(TRA 3-001)
Dollars per \$100 of Assessed Valuation
Fiscal Years 2014-15 through 2018-19**

	2014-15	2015-16	2016-17	2017-18	2018-19
1% General Fund Levy	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
Oxnard School District	.106500	.099200	.092100	.083700	.110900
Oxnard Union HSD	.017800	.028200	.022100	.028700	.047500
Ventura CCD	.017600	.013000	.015500	.015100	.015200
Metropolitan Water District	.003500	.003500	.003500	.003500	.003500
City of Oxnard	.076637	.067563	.047429	.068774	.062796
Total	\$1.222037	\$1.211463	\$1.180629	\$1.199774	\$1.239896

Source: California Municipal Statistics, Inc.

Secured Tax Levies and Delinquencies - Teeter Plan

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes. Currently, the County includes general obligation bond levies, including for general obligation bonds issued by the District, in its Teeter Plan.

So long as the Teeter Plan remains in effect and the County continues to include the District in the Teeter Plan, the District’s receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors of the County could, under certain circumstances, terminate the Teeter Plan in its entirety and, in addition, the Board of Supervisors of the County could terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated in the County with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes within the County and delinquency rates experienced with respect to the parcels within the District.

Notwithstanding the Teeter Plan, the following table shows secured tax charges and delinquencies for secured property in the District for property within the District for fiscal years 2010-11 through 2018-19 with respect to the one percent general fund apportionment.

OXNARD SCHOOL DISTRICT Secured Tax Charges and Delinquencies Fiscal Years 2010-11 Through 2018-19

Fiscal Year	Secured Tax Charge ⁽¹⁾	Amount Delinquent June 30	Percent Delinquent June 30
2010-11	\$18,765,320	\$357,250	1.90%
2011-12	18,542,778	266,915	1.44
2012-13	18,752,651	257,067	1.37
2013-14	19,310,523	175,741	0.91
2014-15	20,727,531	171,390	0.83
2015-16	21,915,073	299,222	1.37
2016-17	22,639,025	183,585	0.81
2017-18	23,700,425	178,793	0.75
2018-19	24,834,149	181,150	0.73

(1) 1% General Fund apportionment.
Source: California Municipal Statistics, Inc

Largest Property Owners

The following table shows the 20 largest taxpayers in the District as determined by local secured assessed valuation in fiscal year 2019-20. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

OXNARD SCHOOL DISTRICT Largest 2019-20 Local Secured Taxpayers

	Property Owner	Primary Land Use	2019-20 Assessed Valuation	% of Total ⁽¹⁾
1.	CA Resources Petroleum Corp.	Oil & Gas Production	\$129,560,294	0.97%
2.	F. Oliveira Ranch Co., Lessor	Shopping Center	90,671,671	0.68
3.	BG Terminal CA LLC, Lessor	Industrial	71,597,737	0.54
4.	Pegh Investments LLC	Industrial	64,380,627	0.48
5.	Seminis Vegetable Seeds Inc.	Industrial	53,799,945	0.40
6.	Centerpoint Mall LLC	Shopping Center	52,184,419	0.39
7.	Sysco Food Services of Ventura	Industrial	45,856,127	0.34
8.	Cedar Cresting LP	Apartments	41,730,806	0.31
9.	Western Precooling Systems	Industrial	38,408,776	0.29
10.	Madera My Dear LP	Apartments	37,684,500	0.28
11.	MPL Property Holdings LLC	Residential Land	35,440,093	0.27
12.	Ostrow Partnership	Shopping Center	31,769,650	0.24
13.	Swift Investments Co.	Shopping Center	31,713,953	0.24
14.	Boskovich Farms Inc.	Industrial	30,491,401	0.23
15.	ROIC California LLC	Shopping Center	30,124,065	0.23
16.	Raypak Inc.	Industrial	29,902,624	0.22
17.	Cavort Properties LP	Apartments	29,392,765	0.22
18.	Rexford Industrial Realty LP	Industrial	28,817,658	0.22
19.	John McGrath Family Partnership LP	Commercial Properties	27,282,157	0.21
20.	Deardorff-Jackson Co.	Industrial	<u>26,125,731</u>	<u>0.20</u>
			\$926,934,999	6.97%

(1) 2019-20 local secured assessed valuation: \$13,296,260,662
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. with respect to debt dated as of March 1, 2020. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

OXNARD SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of March 1, 2020

[on order]

Source: *California Municipal Statistics, Inc.*

BOND INSURANCE

The following information has been furnished by the Bond Insurer for use in this Official Statement. No representation is made as to the accuracy or completeness of this information, or the absence of material adverse changes therein at any time subsequent to the date hereof. Reference is made to APPENDIX H for a specimen of the Policy.

[To come]

TAX MATTERS

The interest on the Bonds is not excluded from gross income for federal income tax purposes. However, in the opinion of Jones Hall, A Professional Law Corporation, Bond Counsel, San Francisco, California, interest on the Bonds is exempt from California personal income taxes. The proposed form of opinion of Bond Counsel with respect to the Bonds, which is to be delivered on the date of issuance of the Bonds, is set forth in APPENDIX D.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is subject to lawsuits and claims that may arise in the normal course of operating the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, CFW Advisory Services, LLC, Emeryville, California, as municipal advisor (the “**Municipal Advisor**”) to the District, and Norton Rose Fulbright US LLP, Los Angeles, California, as Underwriter’s Counsel, is contingent upon issuance of the Bonds.

An affiliate of the Municipal Advisor, Caldwell Flores Winters, Inc. (“**Caldwell Flores Winters**”) is currently contracted with the District, as approved by the board under separate agreements, for the provision of program implementation services for facilities and educational programs and professional consultant services for procuring State aid grants for the modernization and construction of school facilities. Caldwell Flores Winters receives a monthly program implementation services fee based on the projected project costs for scheduled projects, which can include projects funded with the proceeds of the Bonds. Caldwell Flores Winters has also previously provided and currently provides professional consultant services for the provision of planning services; these services may influence the amount and frequency of bonds to be sold by the District.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine (9) months following the end of the District’s fiscal year (which currently would be by March 31 each year based upon the June 30 end of the District’s fiscal year), commencing by March 31, 2021, with the report for the 2019-20 Fiscal Year (the “**Annual Report**”), and to provide notices of the occurrence of certain enumerated events. The Annual Report and any event notices will be filed by the District with the Municipal Securities Rulemaking Board (the “**MSRB**”). The specific nature of the information to be contained in an Annual Report or other notices is set forth below under the caption “APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the “**Rule**”).

The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years are (i) filing annual reports for fiscal years 2014 and 2015 late, (ii) filing operating data late or filing operating data that did not conform to all of the requirements of certain previous undertakings for fiscal years ending 2014, 2015, 2017 and 2018, (iii) the late filing of the District’s first interim and budget reports for the fiscal years ending in 2014 through 2018, which have a December 1 filing deadline, (iv) not filing in a timely manner notices of rating changes with respect to rating downgrades and upgrades for bond insurers which insure certain of the District’s debt issues, and (v) not filing in a timely manner notices of failure to file annual reports and ratings change notices.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District’s duties regarding continuing disclosure.

VERIFICATION OF MATHEMATICAL ACCURACY

The Verification Agent, upon delivery of the Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to the sufficiency of the anticipated amount of proceeds of the Bonds and other funds available to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements of the Refunded Bonds.

The report of the Verification Agent will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of "___" to the Bonds, based on the understanding that ___ will deliver its Policy with respect to the Bonds. See "BOND INSURANCE."

Additionally, S&P has assigned an underlying rating of "___" to the Bonds. Such ratings reflect only the view of S&P and an explanation of the significance of such ratings may be obtained only from S&P. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement because it is not material to making an investment decision). There is no assurance that such rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by Raymond James & Associates, Inc. (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of \$_____, which is equal to the initial principal amount of the Bonds of \$_____, plus net original issue premium of \$_____, less an Underwriter's discount of \$_____.

The purchase contract relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Dallas, Texas.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

DISTRICT GENERAL AND FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of an ad valorem property tax required to be levied by the County on taxable property within the District in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front portion of this Official Statement.

GENERAL DISTRICT INFORMATION

General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the "**County**"). It was established in 1873 and provides transitional kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment has been budgeted for 15,825 students in fiscal year 2019-20.

Administration

Board of Trustees. The District is governed by a five-member Board of Trustees, with each member elected to a four-year term. Elections for positions on the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below:

Name	Office	Term Expires
Monica Madrigal Lopez	President	November 2020
Dr. Jesus Vega	Clerk	November 2022
Debra Cordes	Trustee	November 2022
Denis O' Leary	Trustee	November 2020
Veronica Robles-Solis	Trustee	November 2022

Administration. The day-to-day operations are managed by a Board-appointed Superintendent. Currently, Karling Aguilera-Fort serves as the District Superintendent. Janet Penanhoat serves as the District's Assistant Superintendent, Business and Fiscal Services.

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

**OXNARD SCHOOL DISTRICT
Annual Enrollment
Fiscal Years 2005-06 through 2019-20 (Projected)**

<u>School Year</u>	<u>Enrollment</u>	<u>% Change</u>
2005-06	16,004	--%
2006-07	15,441	(3.5)
2007-08	15,281	(1.0)
2008-09	15,400	0.8
2009-10	15,554	1.0
2010-11	15,870	2.0
2011-12	16,119	1.6
2012-13	16,533	2.6
2013-14	16,803	1.6
2014-15	16,916	0.7
2015-16	16,918	0.0
2016-17	16,822	(0.6)
2017-18	16,599	(1.3)
2018-19	16,164	(2.6)
2019-20 ⁽¹⁾	15,764	(2.5)

⁽¹⁾Budgeted.

Source: Oxnard School District.

Employee Relations

The District has budgeted in fiscal year 2019-20 for 841.8 full-time equivalent (“FTE”) certificated (non-management) positions, 788.8 FTE classified (non-management) positions and 71 FTE management, supervisor and confidential positions. These employees, except management and some part-time employees, are represented by the bargaining units summarized below.

**OXNARD SCHOOL DISTRICT
Summary of Labor Organizations**

<u>Employee Group</u>	<u>Representation</u>	<u>Contract Expiration Date</u>
Certificated (teaching)	Oxnard Educators Assn	June 30, 2020
Certificated (non-teaching)	Oxnard Supportive Services Assn	June 30, 2020
Classified	CA School Employees Assn	October 31, 2020

Source: Oxnard School District.

Insurance

The District participates in one joint powers agreement (“JPA”) entities, the Ventura County Schools Self-Funding Authority (“VCSSFA”). The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its

JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA. See Note 8 of the District's audited financial statements attached to this Official Statement.

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DISTRICT FINANCIAL INFORMATION

Education Funding Generally

School districts in California (the “**State**”) receive operating income primarily from two sources: the State funded portion which is derived from the State’s general fund, and a locally funded portion, being the district’s share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district’s revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance (“**ADA**”) for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District’s revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District’s revenue limit and its local property tax revenues. Districts which had local property tax revenues that exceeded their revenue limit entitlements were deemed a “Basic Aid District” and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlement.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the “**LCFF**”). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 50% of a local education agency’s base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district’s proportionate share of the appropriations included in the State budget (based on the percentage of each district’s students who are low-income, English learners, and foster youth (“**Targeted Students**”)), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap. Full implementation occurred in fiscal year 2018-19.

Funding levels used in the LCFF “Target Entitlement” calculations for fiscal year 2019-20 are set forth in the following table.

**Fiscal Year 2019-20 Base Grant* Under LCFF by Grade Span
(Targeted Entitlement)**

Grade Span	2018-19 Base Grant Per ADA	2019-20 COLA (3.26%)	Grade Span Adjustments (K-3: 10.4%; 9-12: 2.6%)	2019-20 Base Grant/Adjusted Base Grant Per ADA
K-3	\$7,459	\$243	\$801	\$8,503
4-6	7,571	247	n/a	7,818
7-8	7,796	254	n/a	8,050
9-12	9,043	295	243	9,572

*Does not include supplemental and concentration grant funding entitlements.
Source: California Department of Education.

The legislation implementing LCFF included a “hold harmless” provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's audited financial statements for the fiscal year ending fiscal year 2018-19 were prepared by Nigro & Nigro, PC., A Professional Accountancy Corporation, Murrieta, California. Audited financial statements for the District for the fiscal year ended June 30, 2019, and prior fiscal years are on file with the District and available for public inspection at the Superintendent's Office. See Appendix B hereto for the 2018-19 audited financial statements. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District and are also freely accessible online at the Electronic Municipal Market Access website operated by the Municipal Securities Rulemaking Board (emma.msrb.org) in connection with the District's annual report filings for its bonds (see description of annual report filings in the front portion of this Official Statement under the caption "Certain Legal Matters – Continuing Disclosure"). Reference to the foregoing web site does not incorporate its contents herein by reference. The District has not requested nor did the District obtain permission from its auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the auditor has not performed any post-audit review of the financial condition or operations of the District.

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General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District's General Fund for fiscal years 2014-15 through 2018-19.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2014-15 through 2018-19 (Audited)
Oxnard School District

	Audited 2014-15	Audited 2015-16	Audited 2016-17	Audited 2017-18	Audited 2018-19
SOURCES					
LCFF Sources	\$127,311,381	\$148,788,199	\$158,958,238	\$161,894,674	\$170,082,603
Federal Revenue	13,065,616	11,498,212	13,214,624	12,544,465	9,554,582
Other State Revenue	15,169,410	23,229,681	20,602,262	17,754,593	28,350,602
Other Local Revenue	9,620,057	10,098,065	9,517,198	10,105,439	10,831,880
Total Revenue Limit	<u>165,166,464</u>	<u>193,614,157</u>	<u>202,292,322</u>	<u>202,299,171</u>	<u>218,819,667</u>
EXPENDITURES					
Instruction	110,600,912	117,067,138	129,899,626	129,017,066	142,114,760
Instruction – Related Services	18,720,692	20,687,103	20,814,304	23,325,769	23,661,098
Pupil Services	11,162,054	14,375,225	16,037,749	18,244,959	22,512,035
General Administration	8,132,581	10,251,084	11,502,205	18,634,616	13,384,635
Plant Services	13,419,224	13,972,279	15,579,596	15,336,460	15,091,536-
Facility Acquisition and Construction	--	--	--	--	--
Community Services	1,425,974	1,376,796	991,700	2,370,504	1,037,222
Transfers of Indirect Costs	--	(550,740)	(445,095)	(574,573)	(617,440)
Other Outgo	(432,478)	--	--	--	--
Debt Service	339,180	669,585	524,936	573,139	552,438
Capital Outlay	837,108	410,684	2,183,940	6,455,545	820,869
Intergovernmental Transfers	2,155,147	2,567,864	3,292,210	787,474	5,317,487
Total Expenditures	<u>166,360,394</u>	<u>180,827,018</u>	<u>200,381,171</u>	<u>213,298,207</u>	<u>223,874,640</u>
Excess of (Deficiency) of Revenues Over Expenditures	(1,193,930)	12,787,139	1,911,151	(10,999,036)	(5,054,973)
OTHER FINANCING SOURCES					
Operating Transfers In	--	--	--	--	--
Proceeds from Long-Term Debt	--	8,000,000	--	--	--
Discount on Issuance of Debt	--	(80,000)	--	--	--
Other Financing Sources	--	--	7,361	--	--
Operating Transfers Out	(451,680)	(585,992)	(331,710)	(461,555)	(2,330,338)
Total Other Financing Sources (uses)	<u>(451,680)</u>	<u>7,334,008</u>	<u>(324,349)</u>	<u>(461,555)</u>	<u>(2,330,338)</u>
NET Change in Fund Balance	(1,645,610)	20,121,147	1,586,802	(11,460,591)	(7,385,311)
Fund Balance, July 1	20,771,986	18,313,118	38,434,265	40,021,067	28,560,476
Adjustments for Restatements	(813,258)	--	--	--	--
Fund Balance, as Restated	<u>19,958,728</u>	<u>18,313,118</u>	<u>38,434,265</u>	<u>--</u>	<u>--</u>
Fund Balance, June 30	<u>\$18,313,118</u>	<u>\$38,434,265</u>	<u>\$40,021,067</u>	<u>\$28,560,476</u>	<u>\$21,175,165</u>

Source: Oxnard School District Audit Reports.

District Budget and Interim Financial Reporting

District Budget Process. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools, which is part of the organizational structure of the California Department of Education (not the County of Ventura) (the "**County Superintendent**").

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, (the "**State Superintendent**") and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 ("**AB 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of AB 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified

certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. The District has not received any qualified or negative certifications of its financial reports in the past five years, nor have any of its budgets been disapproved. The District's Budget for fiscal year 2019-20 was approved by the County Superintendent, and the Second Interim Report for Fiscal Year 2019-20 was certified as positive.

Copies of the District's budgets, interim reports and certifications may be obtained upon request from the District. The District may impose charges for copying, mailing and handling.

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District's General Fund Fiscal Year Fiscal Year 2019-20 (Adopted Budget and Second Interim) The following table shows the general fund budget for fiscal year 2019-20 and the Second Interim Projections.

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Year 2018-19 (Unaudited Actuals)
And Fiscal Year 2019-20 (Adopted Budget)⁽¹⁾
Oxnard School District**

	Adopted Budget 2019-20	Second Interim Projections
<u>Revenues</u>		
LCFF Sources	\$170,226,857	[to come]
Federal revenues	8,659,991	
Other state revenues	8,010,317	
Other local revenues	8,185,722	
Total Revenues	195,082,887	
<u>Expenditures</u>		
Certificated Salaries	83,649,054	
Classified Salaries	29,307,904	
Employee Benefits	40,135,169	
Books and Supplies	13,900,863	
Services and Other Operating Expenditures	24,697,971	
Capital Outlay	1,667,843	
Other Outgo (excl. transfers of Ind. Costs)	3,091,734	
Other Outgo-Transfers of Indirect Costs	(521,451)	
Debt Service	564,000	
Total Expenditures	195,929,087	
Excess of Revenues Over/(Under) Expenditures	(846,200)	
<u>Other Financing Sources (Uses)</u>		
Interfund Transfers In	--	
Interfund Transfers Out	(1,830,606)	
Other Sources/Uses	--	
Total Other Financing Sources (Uses)	(1,830,606)	
Net Change in Fund Balance	(2,676,806)	
Fund Balance, July 1	20,482,006	
Fund Balance, June 30*	\$17,805,200	

(1) Budget documents do not account for reserves held outside of the general fund, which reserves are included in the audited financial statements for the District's general fund summarized in the preceding table.

*Totals may not foot due to rounding.

Source: Oxnard School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State's fiscal year 2014-15 Budget ("SB 858"), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district's proposed budget includes a local reserve above the minimum

recommended level, the governing board must provide the information for review at the annual public hearing on its proposed budget. In addition, SB 858 included a provision, which became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the school district level. Specifically, the legislation, among other things, enacted Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State's Public School System Stabilization Account (the Proposition 98 reserve), a school district may not adopt a budget that contains a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances.

Effective January 1, 2018, Senate Bill 751, which was signed by the Governor on October 11, 2017, amends Section 42127.01 of the Education Code to raise the reserve cap to no more than 10% of a school district's combined assigned or unassigned ending general fund balance. In addition, the amendment provides that the reserve cap will be effective only if there is a minimum balance of 3% in the Proposition 98 reserve referenced in the preceding paragraph. Basic aid school districts and small districts with 2,500 or fewer ADA are exempted from the reserve cap contained in Education Code Section 42127.01. The District cannot predict how the foregoing legislation and reserve caps could impact its reserves and future spending.

The adopted State Budget for fiscal year 2019-20 provides for an initial deposit into the Public School System Stabilization Account of the State of approximately \$376.5 million. This amount is not sufficient to trigger the reserve cap provided for by SB 858, as amended by SB 751. See also "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2019-20 State Budget."

The District cannot predict when or how any additional changes to legal provisions governing the reserve cap would impact its reserves and future spending. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2019-20 State Budget."

Attendance - Revenue Limit and LCFF Funding

Funding Trends. As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on A.D.A., and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth recent total LCFF funding trends, together with ADA.

AVERAGE DAILY ATTENDANCE AND LCFF FUNDING TRENDS Oxnard School District Fiscal Years 2013-14 through 2019-20 (Projected Totals)

<u>Fiscal Year</u>	<u>ADA</u>	<u>LCFF Total Funding</u>
2013-14	16,325	\$108,351,091
2014-15	16,394	127,311,381
2015-16	16,362	148,788,199
2016-17	16,183	158,958,238
2017-18	15,984	161,984,674
2018-19 ⁽¹⁾	15,603	170,082,603
2019-20 ⁽²⁾	15,134	170,226,857

(1) Unaudited Actual.

(2) Budgeted.

Source: Oxnard School District.

Targeted Student Enrollment. The District has a Target Student unduplicated count of approximately 85% in fiscal year 2019-20, and as such, is entitled to be supplemental and concentration grant funding under LCFF.

Possible Impacts of Coronavirus. As described herein, the short-term and long-term impact of the Coronavirus on the District's attendance, revenues and local property values cannot be predicted. See "SECURITY FOR THE BONDS – *Ad Valorem* Taxes – Disclosure Relating to the Coronavirus."

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following

and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it was entitled to. Furthermore, if a school district's share of local property tax revenues exceeded the revenue limit, the school district was deemed a "Basic Aid" district, and entitled to keep the full share of local property taxes, even if they exceeded the revenue limit which would have been provided through State funding.

For school districts which were "Basic Aid" prior to implementation of the LCFF, provided that the per pupil funding targets under LCFF, including economic recovery targets, are met or exceeded by local property tax revenues, such districts are entitled to retain their status as Basic Aid and keep their full local property tax revenue entitlement. The threshold for Basic Aid status under the LCFF, however, is higher than under the prior funding formula, resulting in some district falling out of Basic Aid status as the result of the implementation of the LCFF. Accountability measures contained in the LCFF must be implemented by all districts, including Basic Aid districts.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds Act, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives substantial other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Lottery revenues generally comprise approximately 2% of general fund revenues. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - State Funding of Education."

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed*

as to accuracy or completeness, and should not to be construed as a representation by the District or the Underwriter.

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the financial statements for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. See “APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2019” for further information.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS Contributions
Oxnard School District
Fiscal Years 2013-14 through 2019-20 (Projected)**

Fiscal Year	Amount*
2013-14	\$5,202,433
2014-15	9,569,943
2015-16	8,240,451
2016-17	10,131,610
2017-18	12,043,228
2018-19	13,722,835
2019-20**	12,855,524

*Increases attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District’s proportionate share of the plan’s net pension liability and recognizing on-behalf STRS contributions in governmental funds.

**Budgeted.

Source: Oxnard School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$107.2 billion as of June 30, 2018 (the date of the last actuarial valuation). In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to fund the unfunded actuarial obligation with respect to service credited members of the STRS Defined Benefit Program before July 1, 2014, within 32 years. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.88% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates

will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 10.73%, 12.58%, 14.43% and 16.28% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2019-20 through 2022-23**

Fiscal Year	Employer Contribution Rate⁽¹⁾
2019-20 ⁽²⁾	17.10%
2020-21 ⁽²⁾	18.40
2021-22	18.60
2022-23	18.10

(1) Expressed as a percentage of covered payroll. Rates may change based on actual experience and other factors.

(2) Fiscal year 2019-20 and 2020-21 employer contribution rates have been reduced as of adoption of the fiscal year 2019-20 State Budget. See the following paragraph.

Source: AB 1469.

The State's fiscal year 2019-20 budget includes certain pension relief provisions in the form of contributions by the State to STRS and PERS to relieve and reduce the employer contribution rates in the next two years. The STRS employer contribution rate for fiscal year 2019-20 is expected to be 17.1% (reduced from 18.13%) and for fiscal year 2020-21 is expected to be 18.4% (reduced from 19.10%).

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District’s employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2013-14 through 2019-20 (Projected)**

Fiscal Year	Amount
2013-14	\$2,702,232
2014-15	3,200,769
2015-16	3,600,770
2016-17	4,456,972
2017-18	5,263,110
2018-19	6,600,413
2019-20**	6,655,063

*Budgeted.
Source: Oxnard School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$27.2 billion as of June 30, 2018 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its discount rate from the current 7.5% to 7.0% over the next subsequent three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, was implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, and 2018-19 were 11.847%, 13.888%, 15.531%, and 18.062% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23⁽¹⁾**

<u>Fiscal Year</u>	<u>Employer Contribution Rate⁽²⁾</u>
2019-20	19.721%
2020-21	22.900
2021-22	24.600
2022-23	25.300

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll. Rates for 2019-20 and 2020-21 have been reduced following adoption of the fiscal year 2019-20 State Budget. See the following paragraph

Source: PERS

The State's fiscal year 2019-20 budget includes certain pension relief provisions in the form of contributions by the State to STRS and PERS to relieve and reduce the employer contribution rates in the next two years. As a result of the State contributions, the employer contribution rates were reduced by approximately 1% less than previously identified by PERS.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage

of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Note 11 of the District's audited financial statements attached hereto as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Benefit Obligation

The Plan Generally. The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees. Membership of the Plan as of the 2018-19 fiscal year consisted of 243 retirees and beneficiaries receiving benefits and 683 active plan members. Those hired on or after January 1, 2012 are not qualified to receive retiree health benefits.

Benefits Provided. The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Contributions. Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30,

2018, the District's average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

Actuarial Assumptions and Other Inputs. The District's total OPEB liability of \$89,501,987 was measured as of June 30, 2018 and was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.75% per year, salary increases 2.75% per year, investment rate of return 3.8% per year net of expenses, and healthcare cost trend rates 4.00% per year. The discount rate used to measure the total OPEB liability was 3.8 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate in the prior valuation dated November 20, 2017 was 3.5 percent.

Changes in OPEB Liability of the District. The changes in OPEB liability of the District as of June 30, 2019, as summarized in the District's audited financial statement for fiscal year 2018-19, is shown in the following table:

**CHANGES IN TOTAL OPEB LIABILITY
Oxnard School District**

	Total OPEB Liability
Service Cost	\$4,987,643
Interest	3,428,314
Assumption changes	--
Difference: Expected/Actual benefit payments	(14,858,061)
Changes of Assumptions or other inputs	1,654,667
Benefit payments	(3,928,421)
Other changes	374,367
Net changes in Total OPEB Liability	(8,341,491)
Balance at June 30, 2018	89,501,987
Balance at June 30, 2019	81,160,496

Source: Oxnard School District.

OPEB Expense. For the year ended June 30, 2018, the District recognized an OPEB expense of \$6,387,843.

For more information regarding the District's OPEB, see Note 7 Section E of Appendix B to the Official Statement.

Existing Debt Obligations

In addition to debt relating to pensions and OPEB, the District has outstanding debt as summarized below.

General Obligation Bonds. The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding

pursuant to its November 7, 2006 bond election, which authorized up to \$64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to \$90 million in general obligation bonds; and its November 8, 2016 bond election, which authorized up to \$142.5 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

**SUMMARY OF OUTSTANDING
GENERAL OBLIGATION BOND INDEBTEDNESS
Oxnard School District**

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding March 1, 2020
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467.00	[to come]
<u>2012 Authorization- \$90 million</u>			
12/27/2012	2012 Election, Series A	\$18,390,000.00	
05/30/2013	2012 Election, Series B	25,500,000.00	
11/05/2014	2012 Election, Series C	15,750,000.00	
08/04/2015	2012 Election, Series D	30,360,000.00	
<u>2016 Authorization- \$142.5 million</u>			
3/30/2017	2016 Election, Series A	\$81,000,000.00	
3/29/2018	2016 Election, Series B	13,996,625.90	
<u>Refunding Bonds</u>			
09/13/2001	2001 Refunding Bonds, Series A	20,920,000.00	
03/07/2011	2010 Refunding Bonds	10,750,000.00	
07/14/2011	2011 Refunding Bonds	7,275,000.00	
07/02/2012	2012 Refunding Bonds	12,240,000.00	
06/19/2014	2014 Refunding Bonds	11,835,000.00	
05/06/2016	2015 Refunding Bonds	14,305,000.00	
09/27/2016	2016 Refunding Bonds	16,360,000.00	
	2019 Refunding Bonds	27,215,000	
<hr/>			
Totals:			

Certificates of Participation. The District currently has two series of certificates of participation outstanding. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation (the “**2010 Certificates**”) pursuant to a lease agreement with Public Property Financing Corporation of California for the purpose of refunding the District's outstanding 1997 Certificates, which had been issued to finance the final construction of the Norman Brekke Elementary School. The 2010 Certificates were sold bearing stated interest rate of 4.75% maturing between August 1, 2011 and August 1, 2026. As of October 1, 2019, the outstanding principal balance of the 2010 Certificates was \$2,845,100.

On April 7, 2016 the District issued \$8,000,000 original principal amount of 2016 Certificates of Participation (the “**2016 Certificates**”) pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of financing the acquisition and improvement of real property to be used as educational facilities by the District. The 2016 Certificates were sold with an initial interest rate of 2.00% and a step-up interest rate of 5.00% commencing August 1, 2021. As of October 1, 2019, the 2016 Certificates were outstanding in the aggregate principal amount of \$8,000,000.

Energy Retrofit Agreement. On July 17, 2012, the District entered into an equipment lease/purchase agreement (the “**Equipment Lease/Purchase Agreement**”) with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The financing was in a principal amount of \$4,797,640 with an annual interest rate of 2.98%, with the final payment due in fiscal year 2027-28. The District’s obligation under the Equipment Lease/Purchase Agreement is payable from the District’s General Fund.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. The most recent Investment Policy adopted by the Board of Supervisors of the County and the most recent available quarterly investment report are attached hereto as Appendix G.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—State Funding of Education; Recent State Budgets – Revenue Limits” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS” below.

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STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "DISTRICT FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The following information concerning the State's budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the Underwriter or the County is responsible for the information relating to the State's budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer's Office.

The Budget Process. The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained*

within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.

- The California State Treasurer Internet home page at www.treasurer.ca.gov, under the heading “Bond Finance” and sub-heading “-Public Finance Division”, (1) posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State, and (2) also posts various financial documents for the State under the “-Financial Information” link.
- The California Department of Finance’s Internet home page at www.dof.ca.gov, under the heading “California Budget”, includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst’s Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst’s Internet home page at www.lao.ca.gov under the headings “The Budget” and “State Budget Condition.”

Prior Years’ Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools until a later date in the fiscal year or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2019-20 State budget is balanced and projects a balanced budget for the foreseeable future, largely attributable to the additional revenues generated due to the passage of Proposition 30 at the November 2, 2012 statewide election and Proposition 55 at the November 8, 2016 statewide election, there can be no certainty that budget-cutting strategies such as those used in recent years will not be used in the future should the State budget again be stressed and if projections included in such budget do not materialize.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State’s system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District’s finances.

2019-20 State Budget

On June 27, 2019, the Governor signed the 2019-20 State budget (the “**2019-20 State Budget**”) into law. The 2019-20 State Budget calls for total spending of \$214.8 billion, with \$147.8 billion in general fund spending. The 2019-20 State Budget provides for \$81.1 billion of funding through Proposition 98, the primary source of funding for K-12 school districts and community college districts, an increase of \$2.7 billion, or 3.4%, from the 2018-19 State budget. Of that \$81.1 billion, \$62.9 billion will be distributed to K-12 school districts through the LCFF, which will be fully funded during fiscal year 2019-20, restoring every school district in the State to at least pre-recession funding levels.

The 2019-20 State Budget continues to build State reserves, with the rainy-day fund balance projected to grow to \$16.5 billion by the end of the budget year. Additionally, revenues have been set aside in new savings funds, including a \$900 million reserve for safety net programs. Other significant features of the 2019-20 State Budget include:

- \$1.5 billion anticipated in Proposition 51 bond funds for school facilities and an additional \$1.2 million of ongoing Proposition 51 bond funds;
- \$5 million one-time funding for a long-term strategic plan to provide childcare and preschool for children from birth through age twelve;
- \$300 million one-time funding to construct new or retrofit existing facilities to support full-day kindergarten programs;
- \$645.3 million ongoing funding for special education, including \$152.6 million to provide all Special Education Local Plan Areas with at least the statewide target rate for base special education funding.
- \$147.4 million one-time and ongoing funding to address the shortage of teachers;
- \$918 million in additional funding to identify and implement recommendations and solutions to reduce wildfire risk, bolster the state's emergency preparedness capacity and protect vulnerable communities;
- \$518,000 one-time funding to reimburse cities, counties and special districts for 2018-2019 property tax losses and a corresponding \$530,000 that will be used to backfill property tax revenue losses for K-14 schools in those cities, counties and districts;
- \$460 million one-time general funding to increase the quality and availability of child care, including \$263 million for child care and preschool facilities expansion and \$195 million for childcare and preschool workforce development;
- one-time funding of \$750 million to support local governments in increasing and accelerating housing production; and
- one-time funding of \$650 million to support local governments in addressing homelessness, to be used for emergency shelters and navigation centers, rapid rehousing, permanent supportive housing, job programs and hotel/motel conversions.

2020-21 Proposed State Budget

On January 10, 2020, the Governor released the proposed State budget for fiscal year 2020-21 (the "**2020-21 Proposed State Budget**"), noting that while economic expansion is occurring, there are growing risks facing the State, including risks caused by climate change and uncertainty regarding the political climate and federal policies. The 2020-21 Proposed State Budget projects general fund revenues in fiscal year 2020-21 of approximately \$155 billion

(including a prior year balance of approximately \$8.5 billion) and expenditures of approximately \$149.7 billion. The 2020-21 Proposed State Budget continues to build State reserves, with \$21 billion set aside in reserve funds. The 2020-21 Proposed State Budget maintains \$900 million in the Safety Net Reserve, sets aside \$110 million in the Public School System Stabilization Account, and allocates \$3.1 billion in a Special Fund for Economic Uncertainties. In addition, the 2020-21 Proposed State Budget estimates the Rainy Day Fund will have a fund balance of approximately \$18 billion in fiscal year 2020-21 and \$19.4 billion by 2023-24.

The 2020-21 Proposed State Budget raises the Proposition 98 funding for school districts and community college districts for fiscal year 2020-21 to \$84 billion, a new all-time high, which reflects a 2.29% cost of living adjustment and includes an additional \$1.2 billion in Proposition 98 funding for the LCFF. The 2020-21 Proposed State Budget also confirms that school district reserve caps are not required for fiscal year 2021-22. The 2020-21 Proposed State Budget includes an includes one-time increases in Proposition 98 general fund resources of \$350 million of educator workforce investment grants, \$193 million for workforce development grants, \$18 million to strengthen the capacity of local educational agencies in certain priority areas, and \$10 million for credentialed teacher stipends. The Governor is required to release a revision to the Proposed State Budget by May 14 of each year.

Disclaimer Regarding State Budgets. The implementation of the foregoing 2019-20 State Budget and future State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2019-20 State Budget, or subsequent state budgets, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of State budget information set forth or referred to or incorporated in this Official Statement

Availability of State Budgets. The complete 2019-20 State Budget and 2020-21 Proposed State Budget are available from the California Department of Finance website at www.ebudget.ca.gov. An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures, or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on

the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, 39 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State Constitution ("**Article XIII A**"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. All of the District's outstanding general obligation bonds were authorized pursuant to clause (iii) above. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the

1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and

the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or

repealing local taxes, assessments, fees and charges. Article XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIC to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the “Traffic Congestion Relief and Spending Limit Act of 1990” (“**Proposition 111**”) which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California *per capita* personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts’ base expenditures for

calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "**first test**") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the "**second test**"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the "**third test**"). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as "**Proposition 39**") to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 30 and Proposition 55

On November 6, 2012, voters approved the Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,000 for joint filers and over \$340,000 but less than \$408,000 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers and over \$408,000 but less than \$680,000 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases are included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “-Proposition 98” and “-Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases are deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA are allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, was a constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales and excise tax increases of Proposition 30.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2019**

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND VENTURA COUNTY

The following information concerning the City of Oxnard (the “City”) and Ventura County (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (except the District) is liable therefor.

General

The County of Ventura is situated on the southern California Coast. The County covers an area of approximately 1,843 square miles and ranks 26th in size among California’s 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County’s major population centers are San Buenaventura (the County seat), Oxnard, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles.

Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

CITY OF OXNARD VENTURA COUNTY Population Estimates Calendar Years 2015 through 2019

	2015	2016	2017	2018	2019
Camarillo	67,428	68,026	68,207	68,452	69,880
Fillmore	15,525	15,580	15,701	15,840	15,925
Moorpark	35,911	36,376	36,550	36,828	37,020
Ojai	7,702	7,703	7,717	7,741	7,769
Oxnard	207,471	208,603	208,987	209,269	209,879
Port Hueneme	22,858	23,185	23,182	23,370	23,526
San Buenaventura	109,946	109,946	110,092	110,125	108,170
Santa Paula	30,901	31,004	30,915	30,931	30,779
Simi Valley	127,253	127,069	127,166	127,421	127,716
Thousand Oaks	130,205	129,949	129,949	130,283	129,557
Balance of County	97,305	97,445	97,507	97,155	96,377
Total County	852,505	854,886	855,973	857,415	856,598

Source: California Department of Finance estimates.

Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“MSA”). The unemployment rate in the Ventura County was 3.4% in December 2019, unchanged from a revised 3.4% from November 2019, and below the year-ago estimate of 3.7%. This compares with an unemployment rate of 3.7% for California and 3.4% for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

**OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA
(Ventura County)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2018 Benchmark)**

	2014	2015	2016	2017	2018
Civilian Labor Force ⁽¹⁾	430,100	427,600	425,700	424,700	425,700
Employment	401,500	403,500	403,400	405,600	409,700
Unemployment	28,600	24,100	22,200	19,100	16,100
Unemployment Rate	6.6%	5.6%	5.2%	4.5%	3.8%
Wage and Salary Employment: ⁽²⁾					
Agriculture	26,500	26,300	25,200	23,800	24,400
Mining and Logging	1,300	1,000	900	900	900
Construction	13,700	14,200	14,600	15,700	16,800
Manufacturing	25,000	25,900	25,700	25,600	26,200
Wholesale Trade	12,700	12,600	13,000	13,200	13,200
Retail Trade	39,200	39,900	40,000	40,100	39,600
Trans., Warehousing and Utilities	6,000	6,000	6,000	6,100	6,400
Information	5,300	5,100	5,000	5,000	5,000
Finance and Insurance	14,200	13,500	13,200	12,700	12,400
Real Estate and Rental and Leasing	4,500	4,300	4,300	4,200	4,100
Professional and Business Services	41,500	40,500	40,900	42,200	42,900
Educational and Health Services	41,600	42,900	44,400	45,900	47,600
Leisure and Hospitality	34,800	35,700	36,400	37,200	37,700
Other Services	9,800	9,700	9,600	9,600	9,400
Federal Government	6,900	7,100	7,400	7,300	7,200
State Government	2,800	2,900	2,900	3,000	3,000
Local Government	34,400	35,400	36,300	36,600	36,600
Total, All Industries ⁽³⁾	320,200	322,800	325,700	329,200	333,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The table below lists the largest employers in the County as of February 2020, listed alphabetically.

VENTURA COUNTY Major Employers February 2020

Employer Name	Location	Industry
Adventist Health Simi Valley	Simi Valley	Hospitals
Amgen Inc	Newbury Park	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
City of Simi Valley	Simi Valley	City Hall
Community Memorial Health Syst	Ventura	Health Care Management
Haas Automation Inc	Oxnard	Computers-Electronic-Manufacturers
Harbor Freight Tools	Camarillo	Tools-New & Used
J M Smucker Co	Oxnard	Food Products & Manufacturers
Kaiser Permanente Ventura 888	Ventura	Medical Centers
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Junior-Community College-Tech Institutes
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
National Guard	Port Hueneme	Government Offices-State
Naval Base Ventura County	Point Mugu Nawc	Military Bases
Ojai Valley Inn & Spa	Ojai	Hotels & Motels
Oxnard College	Oxnard	Junior-Community College-Tech Institutes
Port Hueneme Div Naval	Port Hueneme Cbc	Military Bases
Rancho Simi Recreation Prk Dst	Simi Valley	Swimming Pools-Public
Sheriff's Department-Jails	Ventura	Government Offices-County
Simi Valley City Manager	Simi Valley	Government Offices-City/Village & Twp
St John's Regional Medical Ctr	Oxnard	Hospitals
Sullstar Technologies	Simi Valley	Communications Consultants
Ventura County	Ventura	Government Offices-County
Ventura County Medical Ctr	Ventura	Hospitals
Ventura County Office of Edu	Camarillo	School Districts

Source: State of California Employment Development Department, extracted from *The America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition*.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for calendar year 2019.

Total taxable sales during the first two quarters of calendar year 2019 in the City were reported to be \$1.421 billion dollars, a 1.51% increase over the total taxable sales of \$1.399 billion dollars reported during the first two quarters of calendar year 2018.

CITY OF OXNARD Taxable Retail Sales Calendar Years 2014 through 2018 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2014	2,338	\$1,947,853	3,590	\$2,502,372
2015 ⁽¹⁾	2,556	1,964,023	4,103	2,521,312
2016	2,565	2,085,890	4,193	2,639,291
2017	2,653	2,152,900	4,287	2,733,223
2018	2,688	2,272,387	4,463	2,889,596

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first two quarters of calendar year 2019 in the County were reported to be \$7.002 billion dollars, a 1.86% increase over the total taxable sales of \$6.874 billion dollars reported during the first two quarters of calendar year 2018.

VENTURA COUNTY Taxable Retail Sales Calendar Years 2014 through 2018 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2014	14,903	\$9,401,053	22,851	\$13,366,628
2015 ⁽¹⁾	10,453	9,615,370	25,826	13,784,346
2016	15,595	9,774,880	26,161	13,745,950
2017	15,751	10,102,010	26,392	13,901,215
2018	15,632	10,486,735	26,954	14,323,432

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Effective Buying Income

Effective buying income ("EBI") is designated by Sales and Marketing Management Magazine as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local, non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis.

The following table summarizes the Household Effective Buying Income for the City, the County, the State of California and the United States for the period 2016 through 2020.

COUNTY OF VENTURA Effective Buying Income As of January 1, 2016 through 2020

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2016	City of Oxnard	\$3,529,380	\$54,966
	Ventura County	24,412,090	67,179
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Oxnard	\$3,487,509	\$55,137
	Ventura County	23,874,399	65,193
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Oxnard	\$3,753,727	\$58,421
	Ventura County	26,565,506	71,934
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Oxnard	\$3,763,376	\$58,042
	Ventura County	26,149,018	70,618
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Oxnard	\$3,944,985	\$61,353
	Ventura County	27,287,576	73,421
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: The Nielsen Company (US), Inc for years 2016 through 2018; Claritas, LLC for 2019 and 2020.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables.

CITY OF OXNARD					
Total Building Permit Valuations					
Calendar Years 2014 through 2018					
(valuations in thousands)					
	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$10,497.2	\$41,189.3	\$48,722.1	\$55,602.1	\$16,535.7
New Multi-family	48,026.2	11,874.3	87,380.0	41,833.8	15,462.4
Res. Alterations/Additions	12,277.6	7,501.4	5,645.5	4,977.7	6,517.4
Total Residential	70,801.0	60,565.0	141,747.6	102,413.6	648,051.5
New Commercial	2,459.6	5,281.7	10,978.0	9,697.8	2,317.1
New Industrial	9,118.2	1,337.6	0.0	0.0	7,311.5
New Other	2,156.9	764.0	5,688.7	13,923.6	14,126.8
Com. Alterations/Additions	19,682.6	14,145.1	17,549.1	16,958.3	17,485.9
Total Nonresidential	33,417.3	21,528.4	34,218.8	40,579.7	41,241.3
<u>New Dwelling Units</u>					
Single Family	42	146	144	198	40
Multiple Family	269	83	579	482	56
TOTAL	311	229	723	680	96

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY					
Total Building Permit Valuations					
Calendar Years 2014 through 2018					
(valuations in thousands)					
	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$169,065.9	\$238,295.5	\$236,652.9	\$266,346.8	\$392,515.2
New Multi-family	102,514.6	69,260.2	147,122.8	231,822.5	107,224.0
Res. Alterations/Additions	72,971.1	66,458.2	64,655.7	200,617.4	148,312.3
Total Residential	344,551.6	374,013.9	448,431.4	698,786.7	648,051.5
New Commercial	21,358.7	55,505.3	52,600.3	71,967.3	144,707.2
New Industrial	17,938.6	4,404.9	4,647.4	35,699.9	16,865.3
New Other	30,893.9	37,412.3	57,210.5	31,579.7	42,529.7
Com. Alterations/Additions	79,948.9	92,613.9	88,289.8	91,036.8	153,876.7
Total Nonresidential	150,140.1	189,936.4	202,748.0	230,283.7	357,978.9
<u>New Dwelling Units</u>					
Single Family	450	615	652	851	637
Multiple Family	632	394	1,011	1,638	612
TOTAL	1,082	1,009	1,663	2,489	1,249

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2020

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

OPINION: \$ _____ Oxnard School District
 (Ventura County, California)
 2020 Refunding General Obligation Bonds (Federally Taxable) _____

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of \$ _____ principal amount of Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable), dated the date hereof (the "Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and a resolution of the Board of Trustees of the District (the "Board") adopted on March 18, 2020 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly created and validly existing school district with the power to issue the Bonds under the Bond Law and to perform its obligations under the Resolution and the Bonds.

2. The Resolution has been duly adopted by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The Bonds have been duly issued by the District, and are valid and binding general obligations of the District.

4. The Board of Supervisors of Ventura County is obligated under the laws of the State of California to cause to be levied a tax without limit as to rate or amount upon the property in the District subject to taxation by the District for the payment when due of the principal of and interest on the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2020 Refunding General Obligation Bonds
(Federally Taxable)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Oxnard School District (the “**District**”) in connection with the execution and delivery of the captioned bonds (the “**Bonds**”). The Bonds are being executed and delivered pursuant to two separate resolutions adopted by the Board of Trustees of the District on March 18, 2020 (the “**Resolution**”). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“*Annual Report*” means any Annual Report provided by the District under and as described in Sections 3 and 4.

“*Annual Report Date*” means the date that is nine months after the end of the District’s fiscal year (currently April 1 based on the District’s fiscal year end of June 30).

“*Dissemination Agent*” means, initially the District, or any successor third party Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Participating Underwriter*” means the original purchaser of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to provide, not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing no later than March 31, 2021, with the report for the 2019-20 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide in a timely manner (or cause the Dissemination Agent to provide in a timely manner) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to the Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, as follows:

- (i) total assessed valuation of taxable properties in the District;
- (ii) total assessed valuation of taxable properties of the top twenty taxpayers in the District;
- (iii) property tax collection delinquencies for the District, but only if *ad valorem* taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and
- (iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.

- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Bond Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision hereof, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended under the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information

prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 9. Additional Information. Nothing in this Disclosure Certificate prevents the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. If the District fails to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2020

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: Oxnard School District

Name of Bond Issue: \$_____ Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable)

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the resolution adopted by the Board of Trustees of the District authorizing the issuance of the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT

By: _____
Authorized Officer

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

**VENTURA COUNTY INVESTMENT POOL
INVESTMENT POLICY AND MONTHLY REPORT**

APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

\$ _____
OXNARD SCHOOL DISTRICT
 (Ventura County, California)
2020 Refunding General Obligation Bonds
 (Federally Taxable)

BOND PURCHASE AGREEMENT

_____, 2020

Board of Trustees
 Oxnard School District
 1051 South "A" Street
 Oxnard, California 93030

Ladies and Gentlemen:

Raymond James & Associates, Inc., as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable) (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds, less original issue discount of \$_____, less Underwriter's discount of \$_____).

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on March 18, 2020 (the "Bond Resolution") and the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), for the purpose of refinancing on an advance basis certain outstanding bonds of the District (the "Prior Bonds," and those maturities to be refinanced being the "Refunded Bonds"), as more particularly described in the Bond Resolution.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is and has been acting solely as a principal and not as an agent or a

fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter or any affiliate of the Underwriter has advised or is currently advising the District on other matters) nor has it assumed any other obligation to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

The Bonds shall be insured by _____ (the "Bond Insurer") pursuant to the terms of its municipal bond insurance policy (the "Bond Insurance Policy").

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution, an Escrow Agreement (defined below), the Continuing Disclosure Certificate (as defined in Section 8(i)) and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2020 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and

Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal or denominational amount, principal or denominational amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing.** At 8:00 a.m., California Time, on _____, 2020 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 hereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing;

(iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) State Tax Exemption. The District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from any applicable State tax of the interest on the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material

part, or (c) adversely affect the exemption of such interest from California personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District nor any governmental agency or other public body on behalf of the District will have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings made pursuant to written continuing disclosure certificates and/or agreements under Rule 15c2-12.
- (j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 10(c) of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the

audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature to such financial position. The District is not a party to any litigation or other proceedings pending, or to its best knowledge, threatened, which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

that: 10. **Covenants of the District.** The District covenants and agrees with the Underwriter

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.
- (c) Subsequent Events; Amendments to Official Statement. If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the

date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **[Reserved]**.

12. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under

or specified in the Bond Resolution, the Escrow Agreement, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing.

- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.
- (d) Marketability. Between the date hereof and the Closing Date, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of State income taxation of the interest received on obligations of the general character of the Bonds, or of the interest on the Bonds as described in the Official Statement, or other actions or events shall have transpired that may have the purpose or effect, directly or indirectly, of changing state income tax consequences of any of the transactions contemplated herein; or
 - (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
 - (2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating

to the effective operation of the government or the financial community in the United States;

- (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction or a material disruption in securities settlement payment or clearance services affecting the Bonds shall have occurred;
- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;
- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency;
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official

Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
 - (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
 - (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (12) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;
 - (13) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs, management or financial condition of the District;
 - (14) the suspension by the Securities and Exchange Commission (the "SEC") of trading in the outstanding securities of the District;
 - (15) any proceeding shall have been commenced or threatened in writing by the SEC against the District; or
 - (16) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity of the Bonds and exemption from State taxes, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;

- (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
- (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and the form and content of Bond Counsel's approving opinion regarding the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system or the Bond Insurer and the Bond Insurance Policy included therein;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the

final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or the Bond Insurer and the Bond Insurance Policy contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, (vi) no further consent is required for inclusions of the audit in the Official Statement, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Bond Resolution; and (viii) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;
- (5) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Trustees to the effect that:
 - (i) such copies are true and correct copies of the Bond Resolution; and

- (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (6) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (7) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (8) Paying Agent Certificate. A written certificate of U.S Bank National Association (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing and has full power to enter into, accept and perform its duties under the Bond Resolution;
- (9) Escrow Agent Certificate. A written certificate of U.S Bank National Association (the "Escrow Agent"), executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that the Escrow Agent is validly existing and has full power to enter into, accept and perform its duties under the Escrow Agreement;
- (10) Verification Report. A verification report of an accounting firm confirming the sufficiency of funds deposited in escrow for the purpose of refunding the Refunded Bonds;
- (11) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
- (12) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer, together with:
 - (i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and
 - (ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.
- (13) Ratings. Evidence that the Bonds have been assigned an insured rating of "___" and an underlying rating of "___" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") and that such ratings have not been withdrawn or downgraded; and

- (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses.** Except as otherwise described herein, the District shall pay any expenses incident to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent and Escrow Agent, (vii) verification fees, (viii) fees of IPREO, DTC and CUSIP which can be paid directly or reimbursed to the Underwriter, and (ix) all other fees and expenses incident to the issuance and sale of the Bonds. Such expenses shall be paid from the proceeds of the Bonds or any other lawfully available funds. As an accommodation to the District, from the purchase price, the Underwriter will wire the premium for the Bond Insurance Policy in the amount of \$_____ directly to the Bond Insurer and proceeds in the amount of \$_____ to be used by the District for costs of issuance directly to a custodian identified by the District.

Except as provided above, all out-of-pocket expenses of the Underwriter, including but not limited to fees of Underwriter's counsel, California Debt and Investment Advisory Commission fees, travel and costs, shall be paid by the Underwriter.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Raymond James & Associates, Inc.
10250 Constellation Boulevard, Suite 850
Los Angeles, California 90067
Attention: Mr. John R. Baracy

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Non-assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[Signatures appear on the following page]

22. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in the State of California.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,
as Underwriter

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

Date of Execution: _____, 2020

Time of Execution: _____ p.m.

[Signature Page of Purchase Agreement]

APPENDIX A

Maturity Schedule

Maturity Date	Principal Amount	Interest Rate	Yield	Price
<hr/> <i>Serial Bonds</i> <hr/>				

<hr/> <i>Term Bonds</i> <hr/>				
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Redemption Provisions

ESCROW AGREEMENT

Relating to the advance refunding of
certain maturities of

[caption to come]

[caption to come]

This ESCROW AGREEMENT (this “Agreement”), dated _____, 2020, is between the OXNARD SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the “District”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as escrow agent for the Prior Bonds described below (the “Escrow Agent”).

BACKGROUND:

1. District has previously issued and sold the following series of general obligation bonds and refunding bonds (collectively, the “Prior Bonds”):

[to come]

2. The Prior Bonds were issued pursuant to District Board Resolutions adopted in connection therewith (each, a “Prior Bond Resolution” and, collectively, the “Prior Bond Resolutions”).

3. In order to provide for the refinancing of certain outstanding maturities of the Prior Bonds, the Board of Trustees of the District has caused the issuance of its “Oxnard School District (Ventura County, California) 2020 Refunding General Obligation Bonds (Federally Taxable)” in the aggregate principal amount of \$_____ (the “2020 Bonds”), under a resolution adopted by the Board of Trustees of the District on March 18, 2020 (the “2020 Bond Resolution”).

4. The District wishes to appoint the Escrow Agent in order to establish an irrevocable escrow fund to be funded with the proceeds of the 2020 Bonds for the purpose of providing for the payment and redemption of the refunded portions of the Prior Bonds as more particularly identified on Exhibit A hereto (the “Refunded Bonds”) through and including the applicable redemption date.

AGREEMENT:

In consideration of the premises and the material covenants contained herein, the District and the Escrow Agent hereby agree as follows:

SECTION 1. *Definition of Federal Securities.* As used herein, the term “Federal Securities” means any non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which guaranteed by the pledge of the full faith and credit of the United States of America.

SECTION 2. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to pay and redeem the Refunded Bonds as provided herein.

The Escrow Agent is hereby directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent as an irrevocable escrow securing the payment of the Refunded Bonds in accordance with the provisions of the applicable Prior Bond Resolution. If at any time the Escrow Agent receives actual knowledge that the cash and securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 in respect of the Refunded Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

SECTION 3. *Deposit of Amounts in Escrow Fund.* On _____, 2020 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, to be derived from the proceeds of the 2020 Bonds.

SECTION 4. *Investment of Amounts in Escrow Fund.* On the Closing Date, the Escrow Agent shall invest \$_____ of the funds deposited with it pursuant to Section 3 in the Escrow Fund in the Federal Securities identified in Exhibit B hereto, and hold the remaining \$_____ in cash, uninvested which shall be sufficient to make the payments required by Section 5 hereof as certified by Causey Demgen & Moore P.C., Denver, Colorado, as verification agent. The Escrow Agent shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 5. *Application of Funds.* All Federal Securities and cash on deposit in the Escrow Fund shall be and are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the Refunded Bonds in accordance with the applicable Prior Bond Resolution, at the times and in the amounts set forth in the schedule set forth on Exhibit C.

Following payment in full of the principal of and interest on the Refunded Bonds and any amounts then owed to the Escrow Agent, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Agent to the Ventura County Treasurer-Tax

Collector to be deposited in the Debt Service Fund established pursuant to the 2020 Bond Resolution and applied to pay interest next coming due and payable on the 2020 Bonds.

SECTION 6. *Defeasance Notice; Notice of Redemption.* The District hereby instructs the Escrow Agent to provide a Notice of Partial Advance Defeasance (the "Defeasance Notice") of the Refunded Bonds, in its capacity as Prior Bonds Paying Agent, in accordance with the applicable Prior Bond Resolution, at the expense of the District, to the owners of the Refunded Bonds, and to file such notice with the Municipal Securities Rulemaking Board Electronic Municipal Market Access ("EMMA"). The sole remedy for the Escrow Agent's failure to file such notice with EMMA shall be an action in mandamus by the holders of the Refunded Bonds for specific performance or similar remedy to compel performance. The form of such Defeasance Notice is set forth as Exhibit D hereto. In addition, the Escrow Agent, in its capacity as Prior Bonds Paying Agent, shall provide notice of redemption to the Refunded Bond Owners, in accordance with the applicable Prior Bond Resolution, not less than thirty or more than forty-five days prior to the redemption date.

SECTION 7. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 7 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

SECTION 8. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal and interest with respect to the Refunded Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking

any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District periodic transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder; provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

SECTION 9. *Termination of Agreement.* Upon payment in full of the Refunded Bonds, and upon payment of all fees, expenses and charges of the Escrow Agent as described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

EXHIBIT A
IDENTIFICATION OF REFUNDED BONDS

EXHIBIT B
IDENTIFICATION OF ORIGINAL FEDERAL SECURITIES

EXHIBIT C
REFUNDED BONDS PAYMENT SCHEDULE

EXHIBIT D
FORM OF NOTICE OF PARTIAL ADVANCE DEFEASANCE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

Approval of Resolution # 19-29 to Eliminate/Reduce Classified Positions (Vaca)

Oxnard School District (District) administration projects that there will be budget constraints in the 2020-21 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level. Due to a lack of work and/or a lack of funds, it is determined that certain classified services now being provided by the District must be reduced and/or eliminated.

Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds, upon 60 days' notice. The District will be engaging in negotiations with the Classified School Employees Association, Chapter 272 (CSEA), regarding the reduction in hours and/or work year for certain positions in the classified service.

As of June 30, 2020, and in no case less than 60 days from the date that affected employees receive notice of the layoff, the District shall eliminate or reduce positions within the following classifications:

Classification/Hours	Total Positions
Warehouse Worker/Delivery Driver – 4.5 Hours	1
Instructional Materials Warehouse Attendant/Driver – 8 Hours	1
Intermediate School Secretary – 8 Hours	7
Outreach Specialist (Site) – 7 Hours	13
Outreach Specialist (Site) – 8 Hours	7
Outreach Specialist (District) – 8 Hours	1
Custodian – 4 Hours	4
Custodian – 8 Hours	2
Office Assistant II (Site) – 8 Hours	11
Office Assistant II (District) – 8 Hours	1
Office Assistant II (Site) – 7 Hours	5
Office Assistant II (Site) – 6 Hours	6
Office Assistant II (Site) – 5.75 Hours	1
Office Assistant II (Site) – 2 Hours	1
Administrative Assistant – 8 Hours	1
Site Technology Technician – 7 Hours	20
Site Technology Technician – 5 Hours Per Week	1
Public Information Officer – Management	1
Campus Assistant – 2 Hours	1
Campus Assistant – 3.25 Hours	1
Carpenter – 8 Hours	1
Electrician – 8 Hours	1
Secretary – 8 Hours (District)	1

As of June 30, 2020, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the assigned hours for certain positions within the following classifications:

Classification	Number of Positions Effected	Current Hours	2020-2021 Hours
TK/K Paraeducator I	2	3.197-hours	3.00-hours
Campus Assistant	1	2.75-hours	2.25-hours
Campus Assistant	1	4.25-hours	4.16-hours
Campus Assistant	1	4.50-hours	2.50-hours
Campus Assistant	1	5.75-hours	5.50-hours
Campus Assistant	1	4.75-hours	4.16-hours
Campus Assistant	1	5.50-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.00-hours
Campus Assistant	2	5.75-hours	5.25-hours
Campus Assistant	3	5.75-hours	5.50-hours
Campus Assistant	4	5.75-hours	5.25-hours
Campus Assistant	1	5.00-hours	4.00-hours
Campus Assistant	1	5.00-hours	4.25-hours
Campus Assistant	3	4.50-hours	4.00-hours
Campus Assistant	7	5.50-hours	5.25-hours
Campus Assistant	1	4.67-hours	4.00-hours
Campus Assistant	6	5.00-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.25-hours
Campus Assistant	1	3.50-hours	4.00-hours
Campus Assistant	1	4.75-hours	4.50-hours
Campus Assistant	1	5.75-hours	5.00-hours
Campus Assistant	1	5.25-hours	5.00-hours
Campus Assistant	1	5.75-hours	4.74-hours

As of June 30, 2020, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the work year for all positions within the following classification:

Classification	Number of Positions Effected	Current Work Year	2020-2021 Work Year
Child Nutrition Cafeteria Coordinator	21	189 Days	187 Days
Accounting Specialist III	1	12 Months	10 Months

The District Superintendent is authorized and directed to take such actions necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced reductions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority.

The District Superintendent shall provide written notice of layoff, reduction in hours or work year, and/or displacement rights to the affected classified employees on or before May 1, 2020, and in

no case less than 60 days prior to the effective date of the layoff or reduction in hours or work year.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #19-29 to Eliminate/Reduce Classified Positions, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution 19-29 to Eliminate.Reduce Classified Positions \(three pages\)](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
RESOLUTION No. 19-29**

RESOLUTION TO ELIMINATE/REDUCE CLASSIFIED POSITIONS

WHEREAS, the Board of Trustees has considered the Oxnard School District’s (District) budget, expenses, and projected staffing needs for the classified service for the 2020-2021 school year; and

WHEREAS, due to a lack of work and/or a lack of funds, the Board of Trustees has determined that certain classified services now being provided by the District must be reduced and/or eliminated; and

WHEREAS, Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds, upon 60 days’ notice; and

WHEREAS, the District will be engaging in negotiations with the Classified School Employees Association, Chapter 272 (CSEA), regarding the reduction in hours and/or work year for certain positions in the classified service;

NOW, THEREFORE BE IT RESOLVED that as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the layoff, the District shall eliminate or reduce positions within the following classifications:

Classification	Total Positions
Warehouse Worker/Delivery Driver – 4.5 Hours	1
Instructional Materials Warehouse Attendant/Driver – 8 Hours	1
Intermediate School Secretary – 8 Hours	7
Outreach Specialist (Site) – 7 Hours	13
Outreach Specialist (Site) – 8 Hours	7
Outreach Specialist (District) – 8 Hours	1
Custodian – 4 Hours	4
Custodian – 8 Hours	2
Office Assistant II (Site) – 8 Hours	11
Office Assistant II (District) – 8 Hours	1
Office Assistant II (Site) – 7 Hours	5
Office Assistant II (Site) – 6 Hours	6
Office Assistant II (Site) – 5.75 Hours	1
Office Assistant II (Site) – 2 Hours	1
Administrative Assistant – 8 Hours	1
Site Technology Technician – 7 Hours	20
Site Technology Technician – 5 Hours Per Week	1
Public Information Officer – Management	1
Campus Assistant – 2 Hours	1
Campus Assistant – 3.25 Hours	1
Carpenter – 8 Hours	1
Electrician – 8 Hours	1
Secretary – 8 Hours (District)	1

BE IT FURTHER RESOLVED that, subject to completion of negotiations with CSEA, as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the assigned hours for certain positions within the following classifications:

Classification	Number of Positions Effected	Current Hours	2020-2021 Hours
TK/K Paraeducator I	2	3.197-hours	3.00-hours
Campus Assistant	1	2.75-hours	2.25-hours
Campus Assistant	1	4.25-hours	4.16-hours
Campus Assistant	1	4.50-hours	2.50-hours
Campus Assistant	1	5.75-hours	5.50-hours
Campus Assistant	1	4.75-hours	4.16-hours
Campus Assistant	1	5.50-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.00-hours
Campus Assistant	2	5.75-hours	5.25-hours
Campus Assistant	3	5.75-hours	5.50-hours
Campus Assistant	4	5.75-hours	5.25-hours
Campus Assistant	1	5.00-hours	4.00-hours
Campus Assistant	1	5.00-hours	4.25-hours
Campus Assistant	3	4.50-hours	4.00-hours
Campus Assistant	7	5.50-hours	5.25-hours
Campus Assistant	1	4.67-hour	4.00-hours
Campus Assistant	6	5.00-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.25-hours
Campus Assistant	1	3.50-hours	4.00-hours
Campus Assistant	1	4.75-hours	4.50-hours
Campus Assistant	1	5.75-hours	5.00-hours
Campus Assistant	1	5.25-hours	5.00-hours
Campus Assistant	1	5.75-hours	4.74-hours

BE IT FURTHER RESOLVED that, subject to completion of negotiations with CSEA, as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the work year for all positions within the following classification:

Classification	Number of Positions Effected	Current Work Year	2020-2021 Work Year
Child Nutrition Cafeteria Coordinator	21	189 Days	187 Days
Accounting Specialist III	1	12 Months	10 Months

BE IT FURTHER RESOLVED, that the District Superintendent is authorized and directed to take such actions necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced reductions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority; and

BE IT FURTHER RESOLVED that the District Superintendent shall provide written notice of layoff, reduction in hours or work year, and/or displacement rights to the affected classified employees on or before **May 1, 2020**, and in no case less than 60 days prior to the effective date of the layoff or reduction in hours or work year.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 1st day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District

Dr. Jesus Vega
Clerk, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

Approval of Budget Reduction Action Plan Recommendations (Aguilera-Fort/Penanhoat)

During the Study Session at this meeting, the Administration presented a Budget Reduction Action Plan, pursuant to a requirement by the Ventura County Office of Education in order to be able to file a Positive Certification for the 2019-2020 Second Interim Report. The Board will be asked to take action on the recommended items.

FISCAL IMPACT:

Reduction to the 2020-2021 General Fund Budget of approximately \$13M

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the Budget Reduction Action Plan as presented.

ADDITIONAL MATERIALS:

Attached: [2020-21 Budget Reduction Action Plan \(2 pages\)](#)

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES
2020-21 BUDGET REDUCTION ACTION PLAN**

Department/Program	FTE	Option 1	Option 2	Option 3
Educational Services				
Abolish Administrative Assistant	1.0	\$ 86,236	\$ 86,236	\$ 86,236
Abolish Office Assistant II	1.0	\$ 72,000	\$ 72,000	\$ 72,000
Abolish District ORC	1.0	\$ 80,352	\$ 80,352	\$ 80,352
Abolish Secretary	1.0	\$ 72,681	\$ 72,681	\$ 72,681
Abolish Warehouse Driver	1.0	\$ 69,372	\$ 69,372	\$ 69,372
		\$ 380,641	\$ 380,641	\$ 380,641
Technology Reconfiguration				
Abolish Computer Lab Tech	20.0	\$ 1,370,420.00	\$ 1,370,420.00	\$ 1,370,420.00
Create Tech Serv Tech	8.0	\$ (723,288.00)	\$ (723,288.00)	\$ (723,288.00)
Offset GenFund to RRM		\$ 165,484.00	\$ 165,484.00	\$ 165,484.00
Abolish iPads to 2nd grade class set		\$ 177,514.00	\$ 177,514.00	\$ 177,514.00
		\$ 990,130.00	\$ 990,130.00	\$ 990,130.00
Business/Fiscal Services				
Abolish Acct Specialist III	1.0	\$ 94,448.00	\$ 94,448.00	\$ 94,448.00
Create Office Asst II	0.5	\$ (44,400.00)	\$ (44,400.00)	\$ (44,400.00)
Shift Custodial Summer Cleaning to RRM		\$ 639,000.00	\$ 639,000.00	\$ 639,000.00
Reduce Cafeteria Manager Calendar by 2 days		\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
Reduce Acct Specialist III from 12mo to 10mo		\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Abolish Electrician	1.0	\$ 87,389.00	\$ 87,389.00	\$ 87,389.00
Abolish Carpenter	1.0	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
Abolish Custodian Positions	4.0	\$ 262,690.00	\$ 262,690.00	\$ 262,690.00
Abolish Warehouse Driver	0.5	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
		\$ 1,173,827.00	\$ 1,173,827.00	\$ 1,173,827.00
Management				
Abolish Asst. Principal	3.0	\$ 452,300.00	\$ 452,300.00	\$ 452,300.00
Abolish Public Information Officer	1.0	\$ 148,165.00	\$ 148,165.00	\$ 148,165.00
Reclassify Executive Asst. to Superintendent		\$ 13,155.00	\$ 13,155.00	\$ 13,155.00
Reclassify HR Analyst		\$ 37,168.00	\$ 37,168.00	\$ 37,168.00
		\$ 650,788.00	\$ 650,788.00	\$ 650,788.00
Certificated Staffing				
Abolish Reading Specialist	17.0	\$ 2,212,273.00	\$ 2,212,273.00	\$ 2,212,273.00
Abolish Teaching Staff to Declining Enrollment	28.0	\$ 2,941,456.00	\$ 2,941,456.00	\$ 2,941,456.00
Abolish PAR Teacher Position	1.0	\$ 132,225.00	\$ 132,225.00	\$ 132,225.00
Abolish Newcomer Teacher (declining enrollment)	4.0	\$ 420,208.00	\$ 420,208.00	\$ 420,208.00
		\$ 5,706,162.00	\$ 5,706,162.00	\$ 5,706,162.00
School Site Reductions				
Abolish Site Intermediate Secretary Allocation	7	\$ 458,220.00	\$ 458,220.00	\$ 458,220.00
Cancel SRO Contract				
		\$ 405,000.00	\$ 405,000.00	\$ 405,000.00
Hire Additional SpEd Behavior Staff/Eliminate Contract Out				
Eliminate Contract Behavior Contract Out Services		\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Staff Behavior Team		\$ (500,000.00)	\$ (500,000.00)	\$ (500,000.00)
		\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Sub-Total		\$ 10,264,768.00	\$ 10,264,768.00	\$ 10,264,768.00

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES
2020-21 BUDGET REDUCTION ACTION PLAN**

Option 1

Option 2

Option 3

ADDITIONAL REDUCTION OPTIONS

School Site Reductions

Clerical Options

Abolish all OAll Site positions (23 positions)	18.09	\$ 1,274,605.00		
Reduce OAll Allocation to 1 each @ 5.75 hrs			\$ 473,221.00	

Music Program Options

Abolish all Sites w/Music including Strand	5	\$ 509,596.00		
Abolish only Sites w/no Strand (Chavez, Elm)			\$ 154,012.00	

School Site Reductions- Counselors/ORC Options

Abolish Counselors (shared @K-5/1@Middle Schl)	8.0	\$ 1,040,000.00		
Abolish Counselors (shared @K-5)	5.0		\$ 650,000.00	
Abolish Counselors (Middle School)	3.0			\$ 390,000.00

OR

Abolish all ORC's, retain Counselors, retain OAll @ current allocation			\$ 444,054.00	
Abolish all ORC's, retain 1 Conselor @ each Site, retain OAll at current allocation				\$ 1,094,054.00

\$ 13,088,969.00	\$ 11,986,055.00	\$ 11,748,822.00
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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: April 1, 2020

Agenda Section: Section D: Action Items

2019-20 Second Interim Report (Penanhoat/Crandall Plasencia)

In accordance with Education Code Section 42131 (1240), the Board will receive the Oxnard School District 2019-20 Second Interim Report.

FISCAL IMPACT:

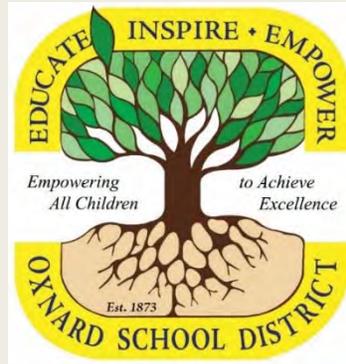
None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the 2019-20 Second Interim Report as presented, and authorize the filing of a Positive Certification with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [2019-20 Second Interim Report Presentation \(21 pages\)](#)
[2019-20 Second Interim Report Document \(137 pages\)](#)



2019-20 2nd Interim Report

April 1, 2020

Presented by:

Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services

and

Mary Crandall Plasencia, Director of Finance

2019-20 2ND INTERIM REPORT

The 2019-20 2nd Interim Report is presented for the Board's consideration of the filing of a Positive Certification with the Ventura County Office of Education, which will only be possible if the Board approves an action/reduction plan to align expenditures with revenues for future years.

CERTIFICATION OF FINANCIAL CONDITION

There are four times in the year that the Board of Trustees will be presented with a full budget/financial activity review for approval/certification:

- 1) **Budget Adoption (by July 1st):** Must hold a public hearing on the budget to be adopted. This must follow the adoption of the LCAP (Local Control Accountability Plan) and must be aligned with the LCAP.
- 2) **1st Interim (by December 15th):** The board must certify the report with a Positive, Qualified or Negative Certification (defined below).
- 3) **2nd Interim (by March 15th):** The board must certify the report with a Positive, Qualified or Negative Certification (defined below).
- 4) **Unaudited Actuals (by September 15th):** Approve the actual financial activity for the school year that ended June 30th, pending audit review.

CERTIFICATION OF FINANCIAL CONDITION (cont.)

- **POSITIVE CERTIFICATION** - The Board certifies that, based upon current projections, the district will meet its financial obligations for the current fiscal year and subsequent two fiscal years. In meeting this designation, the Multi-Year Projections report must show a positive Unrestricted ending fund balance for all three years no less than the state minimum required level.
- **QUALIFIED CERTIFICATION** - The Board certifies that, based upon current projections, the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal year. In meeting this designation, the Multi-Year Projections report will show an Unrestricted ending fund balance less than the state minimum required level.
- **NEGATIVE CERTIFICATION** - The Board certifies that, based on current projections, the district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

WHAT IS A MULTI-YEAR PROJECTION?

- A Multi-Year Projection (MYP) is only a projection, not a forecast, based on solid assumptions.
- School Services of California outlines many of the assumptions used in the MYP.
- The MYP reports current year budget and projects two years out.
- The MYP is part of the financial packet presented to the board during Budget Adoption, 1st Interim, and 2nd Interim. After the Board meeting, the MYP and the financial report are submitted to the County Office of Education for review.
- Certification of the district's financial condition is based on the MYP and the cash flow report. The Board is responsible for this certification.
- The MYP is broken out into three parts: Unrestricted, Restricted and Combined.
- The Unrestricted side of the report determines the district's financial condition and certification.
- The MYP is used as a tool for planning budget cuts and is used by the County Office of Education to determine if the district can afford its financial obligations, including negotiated Tentative Agreements with the bargaining units.

BUDGET FACTORS/ASSUMPTIONS - SSC

SSC School District and Charter School Financial Projection Dashboard 2020-21 Governor's Proposed State Budget

This version of School Services of California Inc.'s (SSC) Financial Projection Dashboard is based on the 2020-21 Governor's State Budget proposal. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF GRADESPAN FACTORS				
Entitlement Factors Per ADA*	K-3	4-6	7-8	9-12
2019-20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
COLA at 2.29%	\$176	\$179	\$184	\$214
2020-21 Base Grants	\$7,878	\$7,997	\$8,234	\$9,543
Grade Span Adjustment Factors	10.4%	-	-	2.6%
Grade Span Adjustment Amounts	\$819	-	-	\$248
2020-21 Adjusted Base Grants	\$8,697	\$7,997	\$8,234	\$9,791
Supplemental Grants (% Adj. Base)	20%			
Concentration Grants (% Adj. Base)	50%			
Concentration Grant Threshold	55%			

*Average daily attendance (ADA)

PLANNING FACTORS					
Factors	2019-20	2020-21	2021-22	2022-23	2023-24
Statutory COLA ¹	3.26%	2.29%	2.71%	2.82%	2.60%
California CPI	3.09%	2.99%	2.89%	2.69%	2.73%
California Lottery	Unrestricted per ADA	\$153	\$153	\$153	\$153
	Restricted per ADA	\$54	\$54	\$54	\$54
Mandate Block Grant (District)	Grades K-8 per ADA	\$32.18	\$32.92	\$33.81	\$34.76
	Grades 9-12 per ADA	\$61.94	\$63.36	\$65.08	\$66.92
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$16.86	\$17.25	\$17.72	\$18.22
	Grades 9-12 per ADA	\$46.87	\$47.94	\$49.24	\$50.63
One-Time Discretionary Funds per ADA	-	-	-	-	-
Interest Rate for Ten-Year Treasuries	2.07%	2.25%	2.51%	2.50%	2.60%
CalSTRS Employer Rate ²	17.10%	18.40%	18.10%	18.10%	18.10%
CalPERS Employer Rate ³	19.721%	22.80%	24.90%	25.90%	26.60%

STATE MINIMUM RESERVE REQUIREMENTS	
Reserve Requirement	District ADA Range
The greater of 5% or \$69,000	0 to 300
The greater of 4% or \$69,000	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

¹Applies to LCFF, Special Education, Child Nutrition, Preschool, Foster Youth, American Indian Education Centers/American Indian Early Childhood Education and Mandate Block Grant.

²California State Teachers' Retirement System (CalSTRS) rates in 2019-20 and 2020-21 are final. Rates in the following years are subject to change based on determination by the CalSTRS Board.

³California Public Employees' Retirement System (CalPERS) rate in 2019-20 is final. Rates in the following years are subject to change based on determination by the CalPERS Board.

BUDGET FACTORS/ASSUMPTIONS - OSD

Planning Factor	2019-20	2020-21	2021-22
Estimated Funded ADA (Average Daily Attendance)	15,661.81	15,234.01	14,946.85
Funded UPP (Unduplicated Pupil Percentage)	86.58%	86.92%	89.00%
Step & Column	1.50%	1.50%	1.50%
Statutory/Estimated COLA	3.26%	2.29%	2.71%
STRS Employer Statutory Rates	17.10%	18.40%	18.10%
PERS Employer Projected Rates	19.721%	22.80%	24.90%
Lottery - Unrestricted per ADA	\$153	\$153	\$153
Lottery - Prop 20 per ADA	\$54	\$54	\$54
Mandated Block Grant per ADA	\$32.18	\$32.92	\$33.81
CPI	3.09%	2.99%	2.89%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits	Hard Cap negotiated with each Bargaining Unit		
Reductions in Classroom Teachers due to declining enrollment (number of FTE each year)		32	16
Additional Reductions required to maintain Positive Certification		\$11,289,719	\$1,000,000

ENROLLMENT

Moderate District-wide Projection by Grade Level

Oxnard School District



Projections (Oxnrd20Mod) (2020)

Grade	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
TK	299	267	294	250	254	253	254	259	260	261	259	258	256	255
K	1707	1692	1513	1518	1541	1539	1543	1570	1581	1584	1575	1566	1557	1549
1	1803	1699	1681	1526	1524	1546	1545	1567	1587	1590	1581	1572	1564	1555
2	1798	1797	1661	1657	1514	1508	1533	1549	1576	1588	1579	1570	1562	1553
3	1802	1761	1768	1644	1639	1497	1494	1534	1557	1576	1576	1567	1559	1550
4	1830	1782	1716	1755	1632	1628	1487	1501	1543	1559	1567	1567	1559	1550
5	1906	1798	1756	1696	1738	1616	1613	1489	1505	1542	1548	1556	1557	1548
6	1817	1867	1736	1703	1654	1695	1576	1618	1485	1485	1502	1509	1516	1517
7	1731	1779	1836	1711	1682	1627	1677	1588	1638	1490	1472	1488	1494	1502
8	1665	1708	1746	1804	1689	1655	1611	1681	1599	1638	1478	1461	1477	1483
Subtotals:	16358	16150	15707	15264	14867	14564	14333	14356	14331	14313	14137	14114	14101	14062
Pct Chg:	0%	-1.3%	-2.7%	-2.8%	-2.6%	-2%	-1.6%	0.2%	-0.2%	-0.1%	-1.2%	-0.2%	-0.1%	-0.3%
SDC:	447	450	448	476	465	455	446	447	446	447	442	443	442	442
Totals:	16805	16600	16155	15740	15332	15019	14779	14803	14777	14760	14579	14557	14543	14504
Capacity:	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334	20334
Open Seats:	3529	3734	4179	4594	5002	5315	5555	5531	5557	5574	5755	5777	5791	5830

* Does not include Special Education Student Population

ENROLLMENT

Declining Enrollment

Declining Enrollment

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Impact of ADA Decline

Income Loss	Proportional Layoff
<ul style="list-style-type: none"> 114 ADA decline at \$10,000 each—yields marginal revenue loss 	<ul style="list-style-type: none"> 120 students requires 5 teachers at 24:1
	<ul style="list-style-type: none"> Five teachers times cost per novice teacher yields savings of: \$350,000 (\$70,000 per teacher, including benefits, x 5 teachers)
	<ul style="list-style-type: none"> Miscellaneous savings (\$400/ADA) \$48,000
Lost Revenue: \$1,140,000	Total proportional savings: \$398,000

Proportional layoff leaves a \$742,000 deficit

In this example, 11 more teachers would need to be laid off to cover the decline

STAFFING

Class Size

Recognizing that district enrollment is projected to fall below 16,000 in future years, in 2020-21 FY Class Size for TK -3rd will follow the State Grade Span Adjustment of 24:1

RESERVES

- Per CDE: “Available reserves are the Unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects...”
- Oxnard School District Minimum requirement is 3% (this is governed by the State and by the size of the District)
- Adequate reserves are one of the most significant methods school districts use to maintain fiscal health and help mitigate changes in school funding.

RESERVES (cont.)

Local Agency Reserves

● A larger reserve is recommended because of:

- ❑ State economic crisis
- ❑ Declining enrollment
- ❑ Deficit spending

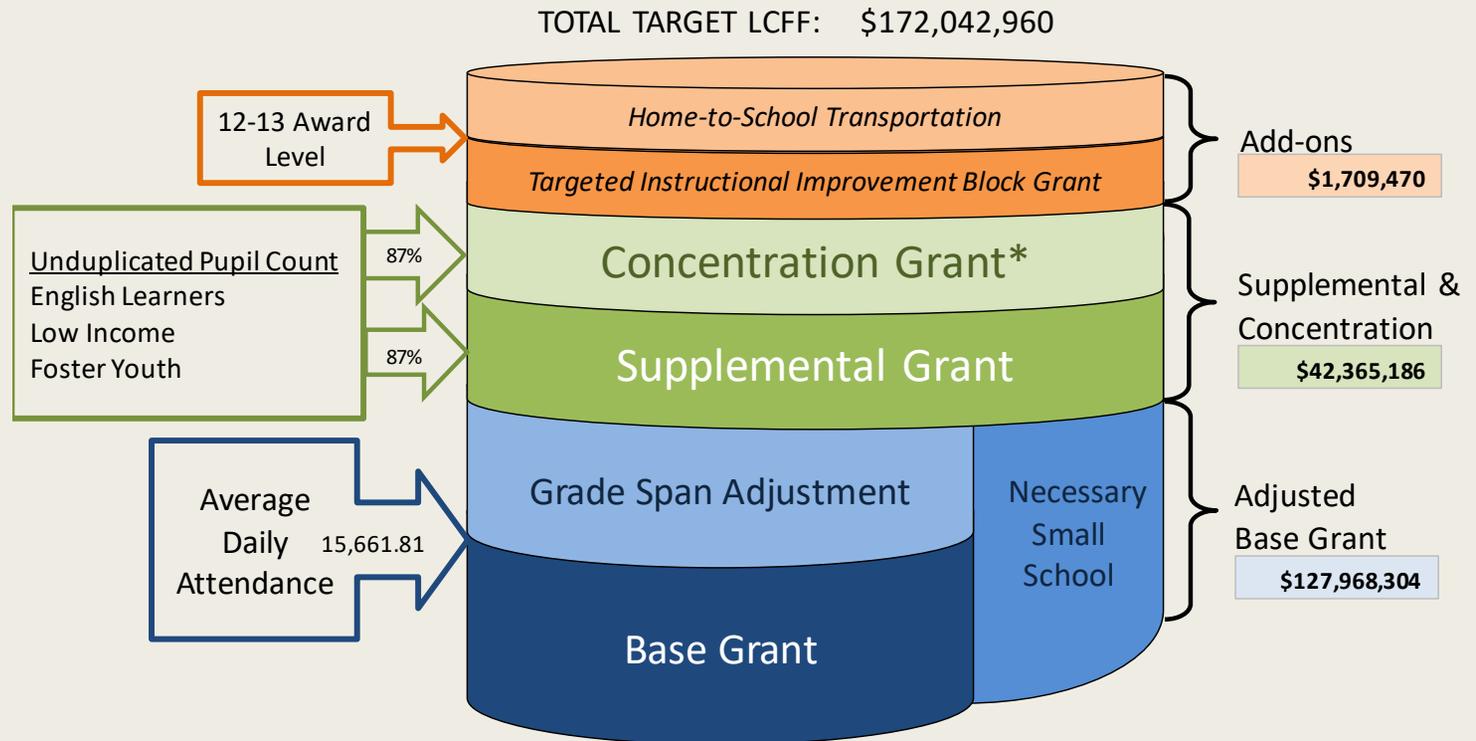
● Remember, the state-required minimum reserve is just that – a minimum

- ❑ All local agencies in California need more

LOCAL CONTROL FUNDING FORMULA (LCFF) 2019-20 Funding

Components of LCFF Target Entitlement

	2019-20	
Base Grant / Necessary Small School	\$ 122,481,566	15,661.81 ADA
Grade Span Adjustment	\$ 5,486,738	
Supplemental Grant	\$ 22,158,991	87%
Concentration Grant	\$ 20,206,195	87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470	
Total	\$ 172,042,960	

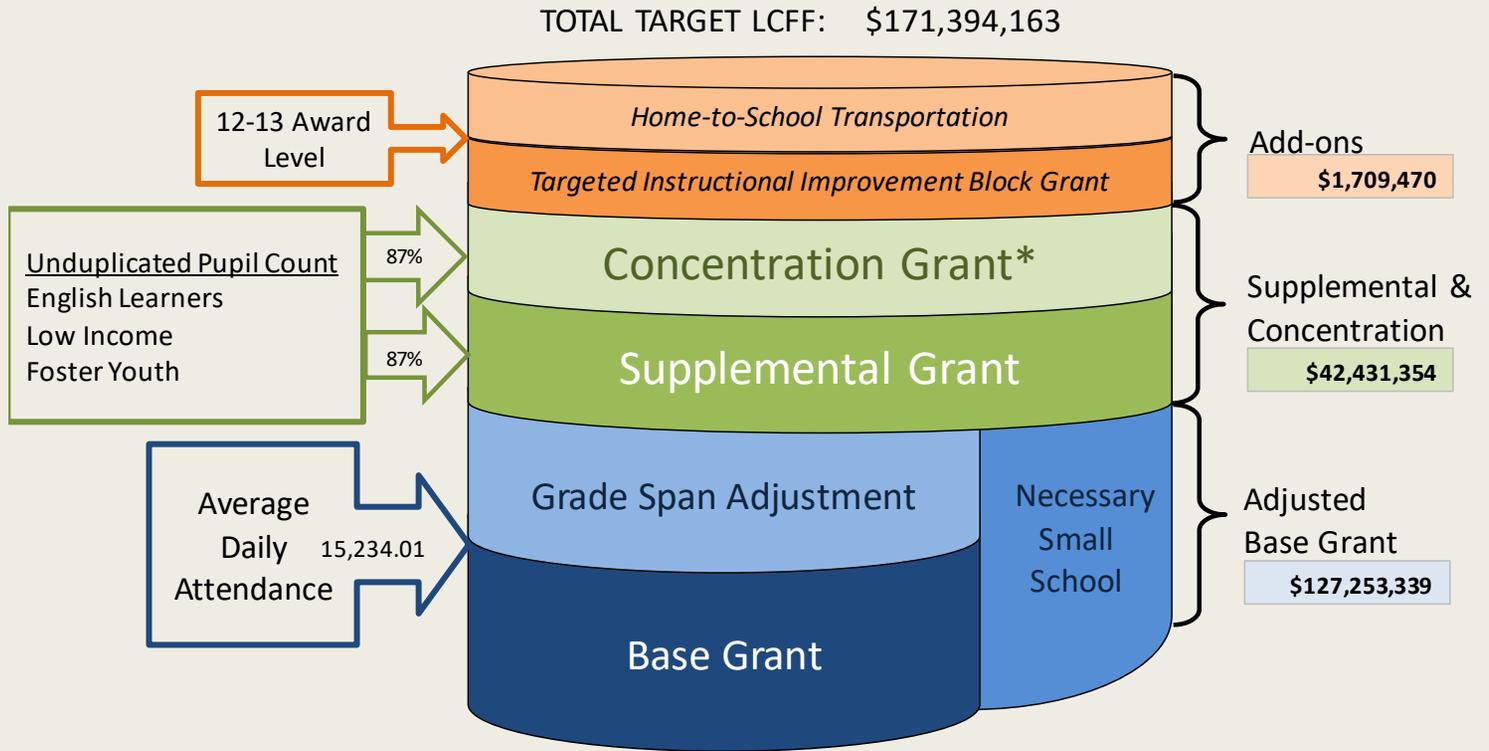


*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

LOCAL CONTROL FUNDING FORMULA (LCFF) 2020-21 Funding

Components of LCFF Target Entitlement

	2020-21	
Base Grant / Necessary Small School	\$ 121,883,017	15,234.01 ADA
Grade Span Adjustment	\$ 5,370,322	
Supplemental Grant	\$ 22,121,721	87%
Concentration Grant	\$ 20,309,633	87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470	
Total	\$ 171,394,163	



*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding 14

MULTI-YEAR PROJECTIONS

Multi-Year Projections			
	2019-20	2020-21	2021-22
	2nd Interim Budget	Projections	Projections
Revenues	\$202,821,986	\$198,869,013	\$201,872,455
Expenditures	\$212,155,123	\$201,364,623	\$201,097,595
Excess (Deficiency) of Revenue over Expenditures	(\$9,333,137)	(\$2,495,610)	\$774,860
Transfers from Other Funds	0	0	0
Transfers to Other Funds	\$325,960	\$200,000	\$200,000
Net Increase (Decrease) in Fund Balance	(\$9,659,097)	(\$2,695,610)	\$574,860
Beginning Fund Balance	\$20,322,944	\$10,663,847	\$7,968,237
Components of Ending Fund Balance			
Total Ending Fund Balance	\$10,663,847	\$7,968,237	\$8,543,097
3% Reserve for Economic Uncertainty	\$6,374,432	\$6,046,939	\$6,038,928
Non-Spendable (Stores & Revolving Ca	\$120,000	\$120,000	\$120,000
Legally Restricted	\$2,977,687	\$0	\$0
Other Assignments	\$150,000	\$150,000	\$150,000
Undesignated/Unappropriated Fund Balance	\$1,041,728	\$1,651,299	\$2,234,170

MULTI-YEAR PROJECTIONS (cont.)

General Fund (Unrestricted & Restricted)		2019-20 (2nd Interim)	2020-21 (projected)	2021-22 (projected)
REVENUES:				
1	Total LCFF Funding	\$170,690,238	\$170,394,163	\$173,569,605
2	Federal Revenues	\$11,871,224	\$12,043,224	\$11,871,224
3	Other State Revenues	\$11,386,751	\$7,957,853	\$7,957,853
4	Other Local Revenues	\$8,873,773	\$8,473,773	\$8,473,773
5 a	Transfers In	\$0	\$0	\$0
5 c	Contributions/Encroachments	\$37,059,411**	\$36,471,029**	\$40,069,605**
TOTAL REVENUES		\$202,821,986	\$198,869,013	\$201,872,455
EXPENDITURES				
1 a	Base Certificated Salaries	\$86,940,696	\$86,940,696	\$85,808,806
b	Step & Column (1.5%)	\$0	\$1,268,110	\$1,269,132
c	Cost-of-Living Adjustment	\$0	\$0	\$0
d	Other Adjustments (Staffing Reductions)	\$0	(\$2,400,000)	(\$1,200,000)
Total Certificated Salaries		\$86,940,696	\$85,808,806	\$85,877,939
2 a	Base Classified Salaries	\$29,879,576	\$29,879,576	\$30,176,299
b	Step (1.5%)	\$0	\$445,955	\$452,644
c	Cost-of-Living Adjustment	\$0	\$0	\$0
d	Other Adjustments (Staffing Reductions)	\$0	(\$149,232)	\$0
Total Classified Salaries		\$29,879,576	\$30,176,299	\$30,628,944
3	Employee Benefits	\$46,473,249	\$47,912,882	\$48,169,078
4	Books & Supplies	\$15,512,625	\$15,512,625	\$15,512,625
5	Services & Other Operating Exp.	\$30,468,425	\$30,468,425	\$30,468,425
6	Capital Outlay	\$310,248	\$205,000	\$160,000
7	Other Outgo (excl. trxf of indirect costs)	\$3,101,934	\$3,101,934	\$3,101,934
8	Other Outgo - Trxf of Indirect Costs	(\$531,630)	(\$531,630)	(\$531,630)
9	Other Financing Uses	\$0	\$0	\$0
a	Transfers Out	\$325,960	\$200,000	\$200,000
b	Other Uses	\$0	\$0	\$0
10	Other Adjustments (Budget Reductions)	\$0	(\$11,289,719)	(\$12,289,719)
TOTAL EXPENDITURES		\$212,481,083	\$201,564,623	\$201,297,595
INCREASE/(DECREASE) IN FUND BALANCE		(\$9,659,097)	(\$2,695,610)	\$574,860
FUND BALANCE				
1	Net Beginning Fund Balance	\$20,322,944	\$10,663,847	\$7,968,237
3 a	Non-Spendable Balance	\$120,000	\$120,000	\$120,000
b	Restricted Balance	\$2,977,687	(\$0)	(\$0)
c	Committed	\$0	\$0	\$0
d	Assigned Balance	\$150,000	\$150,000	\$150,000
e	Reserved for Economic Uncertainties 3%	\$6,374,432	\$6,046,939	\$6,038,928
UNASSIGNED ENDING BALANCE		\$1,041,728	\$1,651,299	\$2,234,170
TOTAL ENDING FUND BALANCE		\$10,663,847	\$7,968,237	\$8,543,097
Unassigned Ending Balance % of Total Expenditures		0.49%	0.82%	1.11%
**Contribution from Unrestricted to Restricted nets to zero				

CASH FLOW

2019-20 Estimated Cash Flow Report as of February 29, 2020 - 2nd Interim Budget

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Actual December	Actual January	Actual February	Estimated March	Estimated April	Estimated May	Estimated June	Total	2nd Interim Budget
Beg Cash Balance	\$28,770,187	\$28,443,289	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,398,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930		
Revenue:														
State Apportionment*	\$ 6,187,014	\$ 6,187,014	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 11,815,431	\$ 123,172,142	\$ 122,819,420
EPA	\$ -	\$ -	\$ 6,397,962	\$ -	\$ -	\$ 6,397,961	\$ -	\$ -	\$ 6,070,250	\$ -	\$ -	\$ 5,414,826	\$ 24,280,999	\$ 24,280,999
Property Tax	\$ 302,874	\$ 8,242	\$ -	\$ 116,120	\$ 787,944	\$ 14,953,075	\$ 408,475	\$ 357,587	\$ 131,452	\$ 8,287,771	\$ 330,057	\$ (1,091,778)	\$ 24,589,819	\$ 24,589,819
Apportionment Transfers	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ (1,000,000)
Federal	\$ 217,977	\$ 4,025	\$ 200,764	\$ 987,428	\$ 24,831	\$ 28,459	\$ 1,425,274	\$ -	\$ 836,651	\$ 663,387	\$ 715,541	\$ 6,767,090	\$ 11,871,224	\$ 11,871,224
Other State	\$ 25,155	\$ 594,604	\$ 1,275,441	\$ (653,957)	\$ 2,734,883	\$ 2,372,732	\$ (261,431)	\$ 45,878	\$ 2,416,931	\$ 551,209	\$ 528,054	\$ 1,192,661	\$ 10,822,159	\$ 10,822,159
Local	\$ 1,241,749	\$ 368,181	\$ 701,539	\$ 1,054,796	\$ 691,026	\$ 856,917	\$ 747,844	\$ 815,168	\$ 810,077	\$ 933,295	\$ 894,577	\$ (230,279)	\$ 8,873,746	\$ 8,873,773
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 7,974,770	\$ 7,162,065	\$ 19,712,333	\$ 11,641,012	\$ 15,375,110	\$ 35,745,771	\$ 13,454,788	\$ 12,043,520	\$ 21,090,248	\$ 21,260,550	\$ 13,293,116	\$ 23,515,229	\$ 202,257,367	\$ 202,257,394
Expenditures:														
Certificated Salaries	\$ 180,038	\$ 8,718,334	\$ 6,967,104	\$ 7,802,174	\$ 7,936,615	\$ 7,791,402	\$ 7,783,799	\$ 7,898,740	\$ 7,936,610	\$ 7,966,491	\$ 7,936,610	\$ 8,022,779	\$ 86,940,696	\$ 86,940,696
Classified Salaries	\$ 1,155,084	\$ 2,582,039	\$ 2,628,767	\$ 2,548,416	\$ 2,574,157	\$ 2,521,964	\$ 2,531,833	\$ 2,539,337	\$ 2,666,301	\$ 2,631,186	\$ 2,522,604	\$ 2,977,888	\$ 29,879,576	\$ 29,879,576
Benefits	\$ 623,300	\$ 5,012,503	\$ 3,886,399	\$ 3,286,435	\$ 4,101,069	\$ 4,073,234	\$ 4,076,443	\$ 4,083,296	\$ 4,196,541	\$ 4,235,883	\$ 4,763,237	\$ 4,134,909	\$ 46,473,249	\$ 46,473,249
Books & Supplies	\$ 111,036	\$ 2,168,906	\$ 300,153	\$ 590,047	\$ 292,847	\$ 457,785	\$ 298,135	\$ 252,595	\$ 904,714	\$ 1,160,586	\$ 1,207,348	\$ 7,768,474	\$ 15,512,625	\$ 15,512,625
Services & Operating	\$ 528,934	\$ 667,784	\$ 3,181,707	\$ 1,986,517	\$ 2,520,679	\$ 2,234,714	\$ 2,227,286	\$ 2,208,643	\$ 2,127,467	\$ 2,272,081	\$ 3,535,539	\$ 6,977,093	\$ 30,468,425	\$ 30,468,425
Capital Outlay	\$ -	\$ 43,932	\$ -	\$ 10,150	\$ 37,576	\$ 14,089	\$ 49,862	\$ -	\$ 138,854	\$ 226,700	\$ 313,568	\$ (524,484)	\$ 310,248	\$ 310,248
Other Outgo	\$ 311,565	\$ 30,442	\$ 1,254,796	\$ (1,045,204)	\$ 54,796	\$ 292,853	\$ (3,846)	\$ (58,564)	\$ 394,967	\$ 56,769	\$ 256,769	\$ 1,024,960	\$ 2,570,304	\$ 2,570,304
Total Expenses	\$ 2,909,958	\$ 19,223,920	\$ 18,218,927	\$ 15,178,534	\$ 17,517,738	\$ 17,386,041	\$ 18,963,513	\$ 18,924,047	\$ 18,365,453	\$ 18,549,696	\$ 20,535,676	\$ 30,381,619	\$ 212,155,123	\$ 212,155,123
Net Monthly	\$ 5,064,812	\$ (12,061,855)	\$ 1,493,406	\$ (3,537,522)	\$ (2,142,627)	\$ 18,359,729	\$ (3,508,725)	\$ (4,880,527)	\$ 2,724,795	\$ 2,710,854	\$ (7,242,560)	\$ (6,866,391)		
Prior Year Transactions:														
PY Audit Adjustment							\$ -							
Accounts Receivable	\$ (832,342)	\$ 228,832	\$ 1,104,147	\$ 225,415	\$ 2,419,688	\$ (9,603)	\$ 953,314	\$ (273,215)	\$ (500,605)	\$ 544,486	\$ 204,957	\$ 3,223,956	\$ 7,288,828	\$ -
Accounts Payable*	\$ 4,559,389	\$ 141,800	\$ (622,368)	\$ 7,190,889	\$ (878,729)	\$ (444,620)	\$ (975,066)	\$ (612,107)	\$ (596,025)	\$ (616,083)	\$ (588,836)	\$ 4,660,192	\$ 11,218,418	\$ -
Net Prior Year	\$ (5,391,731)	\$ 86,832	\$ 1,726,513	\$ (6,965,454)	\$ 3,139,353	\$ 435,017	\$ 1,928,380	\$ 923,272	\$ 95,419	\$ 1,160,568	\$ 793,793	\$ (1,436,236)	\$ (3,929,590)	\$ -
Net Monthly Increase/(Decrease)*	\$ (326,919)	\$ (11,975,023)	\$ 3,219,919	\$ (10,502,976)	\$ 996,726	\$ 18,794,746	\$ (1,580,345)	\$ (3,957,255)	\$ 2,820,215	\$ 3,871,422	\$ (6,448,767)	\$ (8,302,627)		
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ending Cash	\$28,443,289	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,398,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930	\$15,379,303		

EXPLANATION OF CHANGES

1st Interim to 2nd Interim – 2019/20 Unrestricted/Restricted

Object	1st Interim	2nd Interim	Difference	Explanation
Revenue:				
8010-8099	\$ 171,042,960	\$ 170,690,238	\$ (352,722)	Decrease due to prior year LCFF adjustment
8100-8299	\$ 12,471,714	\$ 11,871,224	\$ (600,490)	Decrease due to prior year adjustments to Federal funding
8300-8599	\$ 11,386,751	\$ 11,386,751	\$ -	
8600-8799	\$ 8,826,168	\$ 8,873,773	\$ 47,605	Increased revenue from Doris-Patterson leased property, and miscellaneous local revenue and donations
Expenditures:				
1000-1999	\$ 86,830,032	\$ 86,940,696	\$ 110,664	Increase due to staffing changes
2000-2999	\$ 30,047,892	\$ 29,879,576	\$ (168,316)	Decrease due to unfilled vacancies
3000-3999	\$ 46,679,947	\$ 46,473,249	\$ (206,698)	Decrease due to unfilled vacancies
4000-4999	\$ 16,938,534	\$ 15,512,625	\$ (1,425,909)	Decrease due to mid-year budget reductions
5000-5999	\$ 28,064,382	\$ 30,468,425	\$ 2,404,043	Increase in Special Education costs (legal, contracted services, NPS)_
6000-6999	\$ 1,670,217	\$ 310,248	\$ (1,359,969)	Decrease due to mid-year budget reductions
7100-7499	\$ 3,101,934	\$ 3,101,934	\$ -	
7300-7399	\$ (535,737)	\$ (531,630)	\$ (4,107)	Decrease of indirect costs due to revenue adjustments
7600-7629	\$ 330,606	\$ 325,960	\$ (4,646)	Decrease in contribution to Child Nutrition Fund
8980-8999	\$ (34,440,149)	\$ (37,059,411)	\$ 2,619,262	Increase in contribution to Special Education

BUDGET CHALLENGES

- Declining Enrollment
- Minimum Wage Increases
- Declining Reserves
- Special Education enrollment increasing
- Special Education funding remains fairly flat
- Continued STRS/PERS Increases

RECOMMENDATION

Staff recommends that the Board of Trustees approve an action/reduction plan to align expenditures with revenues for future years, thereby enabling and approving the filing of a Positive Certification for the 2019-20 2nd Interim Report.



2019-20

2nd Interim Report

(period ending January 31, 2020)



Board Meeting of
April 1, 2020

Prepared by:
Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.

Vision:

Empowering all children to achieve excellence

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OXNARD SCHOOL DISTRICT

Second Interim Report 2019-2020

Education Code 42130 provides that the district submit a Second Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending January 31.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- District Enrollment History
- Average Daily Attendance Form
- LCFF Calculator Worksheets
- Actual and Projected Cash Flows
- General Fund Summary
- School District Criteria & Standard Summary Review

OTHER FUNDS

The Other Funds of the district are substantially unchanged from that presented in the 1st Interim Budget.

MULTI-YEAR PROJECTIONS

Beginning on page 123 are the projections for the 2020-21 and 2021-22 fiscal years. The FCMAT LCFF Calculator was used to determine changes to projected revenues. Current ADA projection models were used to determine projected future ADA.

SUMMARY

Budget updates will occur on a regular basis. All projections are based upon information available at this point in time and are subject to change as further information becomes available.

RECOMMENDATION

For purpose of meeting the Second Interim Reporting Guidelines, it is recommended that the Board accept the Second Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: ~~March 18~~ April 1, 2020 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Mary Crandall Plasencia Telephone: 805-385-1501 ext. 2455
Title: Director of Finance E-mail: mcrandallplasencia@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

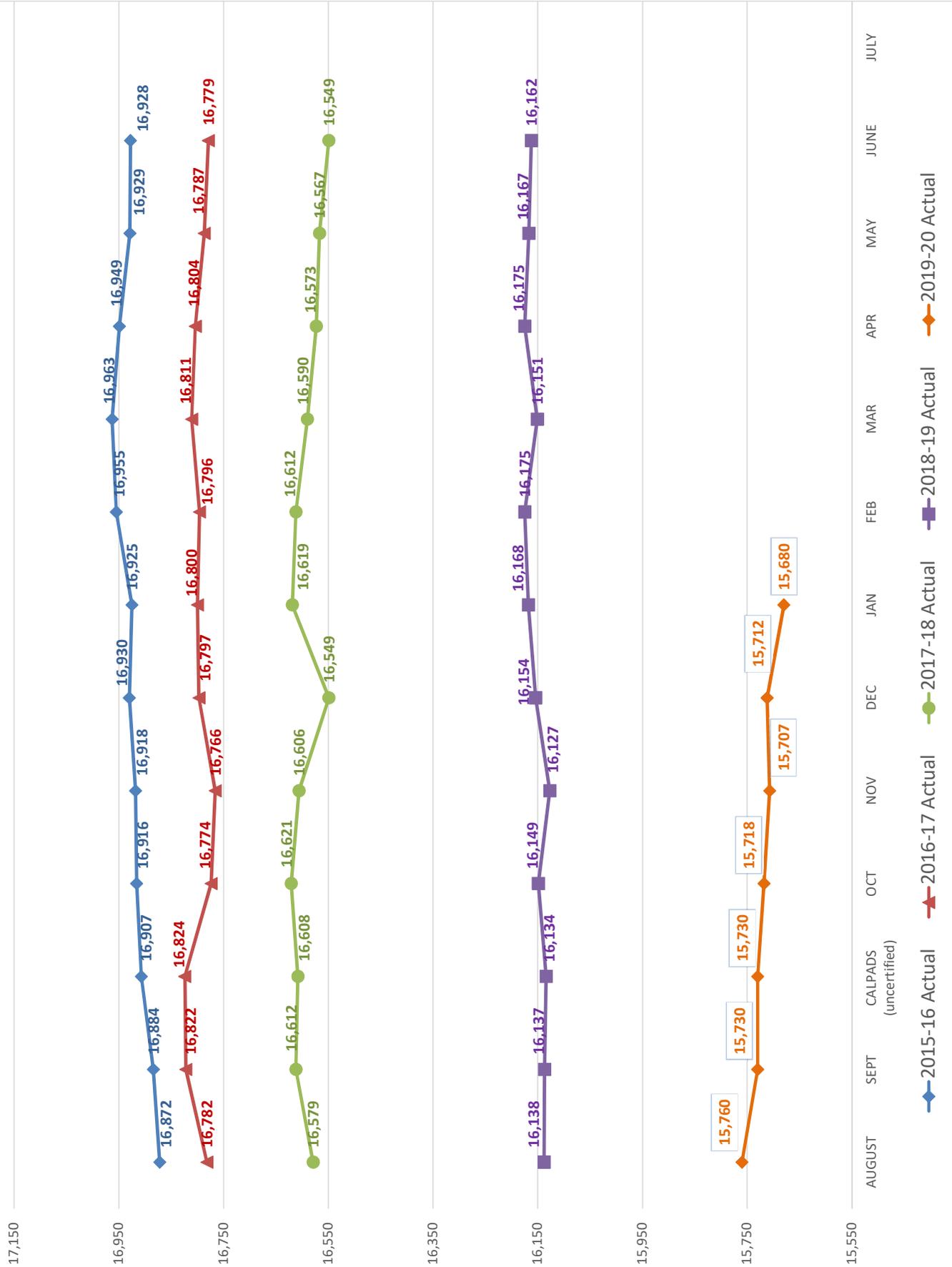
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2018-19) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2019-20 Original Budget	2019-20 Board Approved Operating Budget	2019-20 Actuals to Date	2019-20 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects	G	G	G	G
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,602.76	15,602.76	15,176.08	15,603.79	1.03	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,602.76	15,602.76	15,176.08	15,603.79	1.03	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	51.24	51.24	53.24	53.24	2.00	4%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	3.76	3.76	4.78	4.78	1.02	27%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	55.00	55.00	58.02	58.02	3.02	5%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	15,657.76	15,657.76	15,234.10	15,661.81	4.05	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0%

LCFF Calculator Universal Assumptions					
Oxnard (72538) - FY 2019-20 Second Interim Budget					
Summary of Funding					
	2018-19	2019-20	2020-21	2021-22	2022-23
Target Components:					
COLA & Augmentation		3.26%	2.29%	2.71%	2.82%
Base Grant	121,468,116	122,481,566	121,883,017	122,824,175	123,659,554
Grade Span Adjustment	5,519,742	5,486,738	5,370,322	5,410,346	5,448,635
Supplemental Grant	21,791,116	22,158,991	22,121,721	22,825,745	22,934,778
Concentration Grant	19,556,130	20,206,195	20,309,633	21,799,869	21,832,195
Add-ons	1,709,470	1,709,470	1,709,470	1,709,470	1,709,470
Total Target	170,044,574	172,042,960	171,394,163	174,569,605	175,584,632
Transition Components:					
Target	\$ 170,044,574	\$ 172,042,960	\$ 171,394,163	\$ 174,569,605	\$ 175,584,632
Funded Based on Target Formula (PYP-2)		TRUE	TRUE	TRUE	TRUE
Floor	160,157,405	166,393,453	162,318,859	159,583,795	156,621,857
Remaining Need after Gap (informational only)	-	-	-	-	-
Gap %	100%	100%	100%	100%	100%
Current Year Gap Funding	9,887,169	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-
Additional State Aid	-	-	-	-	-
Total LCFF Entitlement	\$ 170,044,574	\$ 172,042,960	\$ 171,394,163	\$ 174,569,605	\$ 175,584,632
Components of LCFF By Object Code					
	2018-19	2019-20	2020-21	2021-22	2022-23
8011 - State Aid	\$ 117,087,147	\$ 123,172,142	\$ 123,186,576	\$ 126,807,212	\$ 128,304,361
8011 - Fair Share	-	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-	-
EPA (for LCFF Calculation purposes)	24,875,304	24,280,999	23,617,768	23,172,574	22,690,452
Local Revenue Sources:					
8021 to 8089 - Property Taxes	28,082,123	24,589,819	24,589,819	24,589,819	24,589,819
8096 - In-Lieu of Property Taxes	-	-	-	-	-
Property Taxes net of in-lieu	28,082,123	24,589,819	24,589,819	24,589,819	24,589,819
TOTAL FUNDING	\$ 170,044,574	\$ 172,042,960	\$ 171,394,163	\$ 174,569,605	\$ 175,584,632
Basic Aid Status	Non-Basic Aid				
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 170,044,574	\$ 172,042,960	\$ 171,394,163	\$ 174,569,605	\$ 175,584,632
EPA Details					
% of Adjusted Revenue Limit - Annual	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%
% of Adjusted Revenue Limit - P-2	30.50770954%	30.50770954%	30.50770954%	30.50770954%	30.50770954%
EPA (for LCFF Calculation purposes)	\$ 24,875,304	\$ 24,280,999	\$ 23,617,768	\$ 23,172,574	\$ 22,690,452
8012 - EPA, Current Year Receipt					
(P-2 plus Current Year Accrual)	24,874,079	24,280,999	23,617,768	23,172,574	22,690,452
8019 - EPA, Prior Year Adjustment					
(P-A less Prior Year Accrual)	46,194	1,225	0	(0)	0
Accrual (from Assumptions)	-	-	-	-	-

LCFF Calculator Universal Assumptions
Oxnard (72538) - FY 2019-20 Second Interim Budget

1/31/2020

Summary of Student Population

	2018-19	2019-20	2020-21	2021-22	2022-23
Unduplicated Pupil Population					
Enrollment	16,133	15,730	15,434	15,102	14,740
COE Enrollment	60	60	60	60	60
<i>Total Enrollment</i>	16,193	15,790	15,494	15,162	14,800
Unduplicated Pupil Count	13,371	14,081	13,736	13,440	13,118
COE Unduplicated Pupil Count	27	27	27	27	27
<i>Total Unduplicated Pupil Count</i>	13,398	14,108	13,763	13,467	13,145
Rolling %, Supplemental Grant	85.80000%	86.58000%	86.92000%	89.00000%	88.82000%
Rolling %, Concentration Grant	85.80000%	86.58000%	86.92000%	89.00000%	88.82000%

FUNDED ADA

Adjusted Base Grant ADA	Prior Year				
Grades TK-3	7,113.07	6,849.86	6,557.17	6,433.23	6,299.00
Grades 4-6	5,434.53	5,225.23	5,145.44	5,048.45	4,943.42
Grades 7-8	3,497.55	3,586.72	3,531.40	3,465.17	3,393.45
Grades 9-12	-	-	-	-	-
Total Adjusted Base Grant ADA	16,045.15	15,661.81	15,234.01	14,946.85	14,635.87

Necessary Small School ADA

	Current year				
Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-
Total Funded ADA	16045.15	15661.81	15234.01	14946.85	14635.87

ACTUAL ADA (Current Year Only)

Grades TK-3	6,849.86	6,557.17	6,433.23	6,299.00	6,152.65
Grades 4-6	5,225.23	5,145.44	5,048.45	4,943.42	4,828.88
Grades 7-8	3,586.48	3,531.49	3,465.29	3,393.57	3,315.38
Grades 9-12	-	-	-	-	-
Total Actual ADA	15,661.57	15,234.10	14,946.97	14,635.99	14,296.91
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>383.58</i>	<i>427.71</i>	<i>287.04</i>	<i>310.86</i>	<i>338.96</i>

LCAP Percentage to Increase or Improve Services

	2018-19	2019-20	2020-21	2021-22	2022-23
Current year estimated supplemental and concentration	\$ 41,347,246	\$ 42,365,186	\$ 42,431,354	\$ 44,625,614	\$ 44,766,973
Current year Percentage to Increase or Improve Services	32.56%	33.11%	33.34%	34.80%	34.67%

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY 2019-20 Second Interim Budget

1/31/20

	2018-19	2019-20	2020-21	2021-22	2022-23
COLA & Augmentation	3.70%	3.26%	2.29%	2.71%	2.82%
GAP Funding rate	100.00%	100.00%	100.00%	100.00%	100.00%
Estimated Property Taxes (with RDA)	28,082,123	24,589,819	24,589,819	24,589,819	24,589,819
Less In-Lieu transfer	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Revenue	\$ 28,082,123	\$ 24,589,819	\$ 24,589,819	\$ 24,589,819	\$ 24,589,819
Statewide 90th percentile rate	---	---	---	---	---

OTHER LCFF TRANSITION INFORMATION

Enter class size penalties, longer day/longer year penalties and other special adjustments per the School District LCFF Transition Calculation exhibit.

	2018-19	2019-20	2020-21	2021-22	2022-23
Floor Adjustments	-				
Miscellaneous Adjustments	-				
Minimum State Aid Adjustments	-				
Funded Based on Target Formula	FALSE	TRUE	TRUE	TRUE	TRUE

UNDUPLICATED PUPIL PERCENTAGE

	2018-19	2019-20	2020-21	2021-22	2022-23
District Enrollment	16,133	15,730	15,434	15,102	14,740
COE Enrollment	60	60	60	60	60
Total Enrollment	16,193	15,790	15,494	15,162	14,800
District Unduplicated Pupil Count	13,371	14,081	13,736	13,440	13,118
COE Unduplicated Pupil Count	27	27	27	27	27
Total Unduplicated Pupil Count	13,398	14,108	13,763	13,467	13,145

	3-yr rolling percentage				
Single Year Unduplicated Pupil Percentage	82.74%	89.35%	88.83%	88.82%	88.82%
Unduplicated Pupil Percentage (%)	85.80%	86.58%	86.92%	89.00%	88.82%

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY 2019-20 Second Interim Budget 1/31/20

2018-19 2019-20 2020-21 2021-22 2022-23

AVERAGE DAILY ATTENDANCE (ADA)

Enter ADA. Calculator will use greater of total current or prior year ADA.

Enter ADA by grade span.

ADA ADA to use:

CURRENT YEAR ADA:	2018-19	2019-20	2020-21	2021-22	2022-23
Grades TK-3	6,841.84	6,549.15	6,425.21	6,290.98	6,144.63
Grades 4-6	5,205.62	5,125.83	5,028.84	4,923.81	4,809.27
Grades 7-8	3,550.55	3,495.32	3,429.21	3,357.61	3,279.54
Grades 9-12	-	-	-	-	-

P-2
(Annual for Special Day Class extended year)

Non Public School, NPS-Licensed Children Institutions, Community Day School:

Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	5.54	5.78	5.69	5.57	5.45
Grades 9-12	-	-	-	-	-

Annual

District Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)

DISTRICT TOTAL	15,603.55	15,176.08	14,888.95	14,577.97	14,238.89
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County operated (Community School, Special Ed):

Grades TK-3	8.02	8.02	8.02	8.02	8.02
Grades 4-6	19.61	19.61	19.61	19.61	19.61
Grades 7-8	30.39	30.39	30.39	30.39	30.39
Grades 9-12	-	-	-	-	-
COUNTY TOTAL	58.02	58.02	58.02	58.02	58.02

P-2/ Annual

RATIO: District ADA to Enrollment

RATIO: County ADA to Enrollment

2018-19	2019-20	2020-21	2021-22	2022-23
96.72%	96.48%	96.47%	96.53%	96.60%
96.70%	96.70%	96.70%	96.70%	96.70%

PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTER SHIFT

ADA transfer: Student from District to Charter (cross fiscal year)

Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-

ADA transfer: Student from Charter to District (cross fiscal year)

Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-

Difference (if diff. < 0, no adj. to PY ADA)

2018-19	2019-20	2020-21	2021-22	2022-23
-	-	-	-	-
-	-	-	-	-

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY 2019-20 Second Interim Budget 1/31/20

2018-19 2019-20 2020-21 2021-22 2022-23

LCFF ADA

ADA Guarantee - Prior Year

Grades TK-3	7,105.05	6,841.84	6,549.15	6,425.21	6,290.98
Grades 4-6	5,414.92	5,205.62	5,125.83	5,028.84	4,923.81
Grades 7-8	3,461.62	3,550.55	3,495.32	3,429.21	3,357.61
Grades 9-12	-	-	-	-	-
LCFF Subtotal	15,981.59	15,598.01	15,170.30	14,883.26	14,572.40

NSS

Combined Subtotal

	15,981.59	15,598.01	15,170.30	14,883.26	14,572.40
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ADA Guarantee - Current Year

Grades TK-3	6,841.84	6,549.15	6,425.21	6,290.98	6,144.63
Grades 4-6	5,205.62	5,125.83	5,028.84	4,923.81	4,809.27
Grades 7-8	3,550.55	3,495.32	3,429.21	3,357.61	3,279.54
Grades 9-12	-	-	-	-	-
LCFF Subtotal	15,598.01	15,170.30	14,883.26	14,572.40	14,233.44

NSS

Combined Subtotal

	15,598.01	15,170.30	14,883.26	14,572.40	14,233.44
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**Change in LCFF ADA
(excludes NSS ADA)**

	(383.58) Decline	(427.71) Decline	(287.04) Decline	(310.86) Decline	(338.96) Decline
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Funded LCFF ADA

Grades TK-3	7,105.05	6,841.84	6,549.15	6,425.21	6,290.98
Grades 4-6	5,414.92	5,205.62	5,125.83	5,028.84	4,923.81
Grades 7-8	3,461.62	3,550.55	3,495.32	3,429.21	3,357.61
Grades 9-12	-	-	-	-	-
Subtotal	15,981.59	15,598.01	15,170.30	14,883.26	14,572.40

Prior

NPS, CDS, & COE Operated

Grades TK-3	8.02	8.02	8.02	8.02	8.02
Grades 4-6	19.61	19.61	19.61	19.61	19.61
Grades 7-8	35.93	36.17	36.08	35.96	35.84
Grades 9-12	-	-	-	-	-
Subtotal	63.56	63.80	63.71	63.59	63.47

Combined Total

Grades TK-3	7,113.07	6,849.86	6,557.17	6,433.23	6,299.00
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District MYP Data

LCFF Calculator v20.2c

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY 2019-20 Second Interim Budget

	2018-19	2019-20	2020-21	2021-22	2022-23	1/31/20
Grades 4-6	5,434.53	5,225.23	5,145.44	5,048.45	4,943.42	
Grades 7-8	3,497.55	3,586.72	3,531.40	3,465.17	3,393.45	
Grades 9-12	-	-	-	-	-	
Total	16,045.15	15,661.81	15,234.01	14,946.85	14,635.87	

Oxnard (72538) - FY 2019-20 Second Interim Budget

1/31/2020

LCAP Percentage to Increase or Improve Services:
Summary Supplemental & Concentration Grant

	2019-20	2020-21	2021-22	2022-23	2023-24
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>	42,365,186	42,431,354	44,625,614	44,766,973	-
2. Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils					
3. Difference [1] less [2]					
4. Estimated Additional Supplemental & Concentration Grant Funding [3] * GAP funding rate					
<i>GAP funding rate</i>					
5. Estimated Supplemental and Concentration Grant Funds [2] plus [4] <i>(unless [3]<0 then [1]) (for LCAP entry)</i>	42,365,186	42,431,354	44,625,614	44,766,973	-
6. Base Funding LCFF Phase-In Entitlement less [5], <i>excludes Targeted Instructional Improvement & Transportation</i>	127,968,304	127,253,339	128,234,521	129,108,189	125,566,976
LCFF Phase-In Entitlement	172,042,960	171,394,163	174,569,605	175,584,632	127,276,446
7/8. Percentage to Increase or Improve Services* [5] / [6] <i>(for LCAP entry)</i>	33.11%	33.34%	34.80%	34.67%	0.00%

*percentage by which services for unduplicated students must be increased or improved over services provided for all students in the LCAP year.
if Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration Grant Funding, step 5.

SUMMARY SUPPLEMENTAL & CONCENTRATION GRANT & PERCENTAGE TO INCREASE OR IMPROVE SERVICES

	2019-20	2020-21	2021-22	2022-23	2023-24
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 42,365,186	\$ 42,431,354	\$ 44,625,614	\$ 44,766,973	\$ -
Current year Percentage to Increase or Improve Services	33.11%	33.34%	34.80%	34.67%	0.00%

2019-20 Estimated Cash Flow Report as of February 29, 2020 - 2nd Interim Budget

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Actual December	Actual January	Actual February	Estimated March	Estimated April	Estimated May	Estimated June	Total	2nd Interim Budget
Beg Cash Balance	\$28,770,187	\$28,443,269	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,396,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930		
Revenue:														
State Apportionment*	\$ 6,187,014	\$ 6,187,014	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 11,136,627	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 10,824,887	\$ 11,815,431	\$ 123,172,142	\$ 122,819,420
EPA	-	-	6,397,962	-	-	6,397,961	-	-	6,070,250	-	-	5,414,826	\$ 24,280,999	\$ 24,280,999
Property Tax	302,874	8,242	-	116,120	787,944	14,953,075	406,475	357,587	131,482	8,287,771	330,057	(1,091,778)	\$ 24,589,819	\$ 24,589,819
Apportionment Transfers	-	-	-	(1,000,000)	-	-	-	-	-	-	-	-	(1,000,000)	(1,000,000)
Federal	217,977	4,025	200,764	987,426	24,631	28,459	1,425,274	-	836,651	663,387	715,541	6,767,090	\$ 11,871,224	\$ 11,871,224
Other State	25,155	594,604	1,275,441	(653,957)	2,734,883	2,372,732	(261,431)	45,878	2,416,931	551,209	528,054	1,192,661	\$ 10,822,159	\$ 10,822,159
Local	1,241,749	368,181	701,539	1,054,796	691,026	856,917	747,844	815,168	810,077	933,295	894,577	(230,279)	\$ 8,873,746	\$ 8,873,773
Interfund Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	\$ 7,974,770	\$ 7,162,065	\$ 19,712,333	\$ 11,841,012	\$ 15,375,110	\$ 35,745,771	\$ 13,454,788	\$ 12,043,520	\$ 21,090,248	\$ 21,260,550	\$ 13,293,116	\$ 23,515,229	\$ 202,257,367	\$ 202,257,394
Expenditures:														
Certificated Salaries	\$ 180,038	\$ 8,718,334	\$ 6,967,104	\$ 7,802,174	\$ 7,936,615	\$ 7,791,402	\$ 7,783,799	\$ 7,898,740	\$ 7,936,610	\$ 7,966,491	\$ 7,936,610	\$ 6,022,779	\$ 86,940,696	\$ 86,940,696
Classified Salaries	\$ 1,155,084	\$ 2,582,039	\$ 2,628,767	\$ 2,548,416	\$ 2,574,157	\$ 2,521,964	\$ 2,531,833	\$ 2,539,337	\$ 2,666,301	\$ 2,631,186	\$ 2,522,604	\$ 2,977,888	\$ 29,879,576	\$ 29,879,576
Benefits	\$ 623,300	\$ 5,012,503	\$ 3,886,399	\$ 3,286,435	\$ 4,101,069	\$ 4,073,234	\$ 4,076,443	\$ 4,063,296	\$ 4,196,541	\$ 4,235,883	\$ 4,763,237	\$ 4,134,909	\$ 46,473,249	\$ 46,473,249
Books & Supplies	\$ 111,036	\$ 2,168,906	\$ 300,153	\$ 590,047	\$ 292,847	\$ 457,785	\$ 298,135	\$ 252,595	\$ 904,714	\$ 1,160,586	\$ 1,207,348	\$ 7,768,474	\$ 15,512,625	\$ 15,512,625
Services & Operating	\$ 528,934	\$ 667,764	\$ 3,181,707	\$ 1,986,517	\$ 2,520,679	\$ 2,234,714	\$ 2,227,286	\$ 2,208,643	\$ 2,127,467	\$ 2,272,081	\$ 3,535,539	\$ 6,977,093	\$ 30,468,425	\$ 30,468,425
Capital Outlay	-	43,932	-	10,150	37,576	14,089	49,862	-	138,854	226,700	313,568	(524,484)	\$ 310,248	\$ 310,248
Other Outgo	\$ 311,565	\$ 30,442	\$ 1,254,796	\$ (1,045,204)	\$ 54,796	\$ 282,853	\$ (3,848)	\$ (58,554)	\$ 394,967	\$ 56,769	\$ 296,769	\$ 1,024,960	\$ 2,570,304	\$ 2,570,304
Total Expenses	\$ 2,903,958	\$ 19,223,920	\$ 18,218,927	\$ 15,178,534	\$ 17,517,738	\$ 17,386,041	\$ 16,963,513	\$ 16,924,047	\$ 18,365,453	\$ 18,549,696	\$ 20,535,676	\$ 30,381,619	\$ 212,155,123	\$ 212,155,123
Net Monthly	\$ 5,064,812	\$ (12,061,855)	\$ 1,493,406	\$ (3,537,522)	\$ (2,142,627)	\$ 18,359,729	\$ (3,506,725)	\$ (4,880,527)	\$ 2,724,795	\$ 2,710,854	\$ (7,242,560)	\$ (6,866,391)		
Prior Year Transactions:														
PY Audit Adjustment														
Accounts Receivable	\$ (832,342)	\$ 228,632	\$ 1,104,147	\$ 225,415	\$ 2,419,688	\$ (9,603)	\$ 953,314	\$ (273,215)	\$ (500,605)	\$ 544,486	\$ 204,957	\$ 3,223,956	\$ 7,288,828	\$ -
Accounts Payable*	\$ 4,559,389	\$ 141,800	\$ (622,366)	\$ 7,190,869	\$ (878,729)	\$ (444,820)	\$ (975,066)	\$ (612,107)	\$ (596,025)	\$ (616,083)	\$ (588,836)	\$ 4,660,192	\$ 11,218,418	\$ -
Net Prior Year	\$ (5,391,731)	\$ 86,832	\$ 1,726,513	\$ (6,955,454)	\$ 3,139,453	\$ 435,017	\$ 1,928,380	\$ 923,272	\$ 95,419	\$ 1,160,568	\$ 793,793	\$ (1,436,236)	\$ (3,929,590)	\$ -
Net Monthly Increase/(Decrease)*	\$ (326,919)	\$ (11,975,023)	\$ 3,219,919	\$ (10,502,976)	\$ 996,726	\$ 18,794,746	\$ (1,580,345)	\$ (3,957,255)	\$ 2,820,215	\$ 3,871,422	\$ (6,448,767)	\$ (8,302,627)		
Tran Activity														
Ending Cash	\$28,443,269	\$16,468,246	\$19,688,165	\$9,185,189	\$10,181,915	\$28,976,661	\$27,396,316	\$23,439,060	\$26,259,275	\$30,130,697	\$23,681,930	\$15,379,303		

2019-20 General Fund Unrestricted and Restricted Balance Comparison
 Explanation of Changes, First Interim to Second Interim

Object	1st Interim	2nd Interim	Difference	Explanation
Revenue:				
8010-8099	\$ 171,042,960	\$ 170,690,238	\$ (352,722)	Decrease due to prior year LCFF adjustment
8100-8299	\$ 12,471,714	\$ 11,871,224	\$ (600,490)	Decrease due to prior year adjustments to Federal funding
8300-8599	\$ 11,386,751	\$ 11,386,751	\$ -	
8600-8799	\$ 8,826,168	\$ 8,873,773	\$ 47,605	Increased revenue from Doris-Patterson leased property, and miscellaneous local revenue and donations

Expenditures:

1000-1999	\$ 86,830,032	\$ 86,940,696	\$ 110,664	Increase due to staffing changes
2000-2999	\$ 30,047,892	\$ 29,879,576	\$ (168,316)	Decrease due to unfilled vacancies
3000-3999	\$ 46,679,947	\$ 46,473,249	\$ (206,698)	Decrease due to unfilled vacancies
4000-4999	\$ 16,938,534	\$ 15,512,625	\$ (1,425,909)	Decrease due to mid-year budget reductions
5000-5999	\$ 28,064,382	\$ 30,468,425	\$ 2,404,043	Increase in Special Education costs (legal, contracted services, NPS)
6000-6999	\$ 1,670,217	\$ 310,248	\$ (1,359,969)	Decrease due to mid-year budget reductions
7100-7499	\$ 3,101,934	\$ 3,101,934	\$ -	
7300-7399	\$ (535,737)	\$ (531,630)	\$ (4,107)	Decrease of indirect costs due to revenue adjustments
7600-7629	\$ 330,606	\$ 325,960	\$ (4,646)	Decrease in contribution to Child Nutrition Fund
8980-8999	\$ (34,440,149)	\$ (37,059,411)	\$ 2,619,262	Increase in contribution to Special Education

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	170,226,857.00	171,042,960.00	96,427,815.58	170,690,238.00	(352,722.00)	-0.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,337,814.00	5,911,676.00	2,794,056.98	5,911,676.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,441,586.00	2,036,937.00	1,585,510.87	2,060,108.00	23,171.00	1.1%
5) TOTAL REVENUES			175,006,257.00	178,991,573.00	100,807,383.43	178,662,022.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	67,993,349.00	68,335,656.00	37,763,965.48	68,545,773.00	(210,117.00)	-0.3%
2) Classified Salaries		2000-2999	19,217,297.00	20,057,567.00	11,187,043.43	19,761,815.00	295,752.00	1.5%
3) Employee Benefits		3000-3999	31,537,058.00	36,737,527.00	19,673,558.21	36,484,517.00	253,010.00	0.7%
4) Books and Supplies		4000-4999	8,258,018.00	7,598,860.00	929,028.66	7,059,505.00	539,355.00	7.1%
5) Services and Other Operating Expenditures		5000-5999	14,919,985.00	16,624,643.00	8,470,474.35	16,460,743.00	163,900.00	1.0%
6) Capital Outlay		6000-6999	1,432,835.00	1,489,489.00	50,155.43	121,654.00	1,367,835.00	91.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,091,734.00	3,101,934.00	795,402.78	3,101,934.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,112,563.00)	(1,407,477.00)	(436.03)	(1,383,330.00)	(24,147.00)	1.7%
9) TOTAL EXPENDITURES			145,337,713.00	152,538,199.00	78,869,192.31	150,152,611.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			29,668,544.00	26,453,374.00	21,938,191.12	28,509,411.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,830,606.00	330,606.00	100,000.00	325,960.00	4,646.00	1.4%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(30,514,744.00)	(34,440,149.00)	0.00	(37,059,411.00)	(2,619,262.00)	7.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			(32,345,350.00)	(34,770,755.00)	(100,000.00)	(37,385,371.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,676,806.00)	(8,317,381.00)	21,838,191.12	(8,875,960.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,507,327.00	16,562,120.00		16,562,120.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,507,327.00	16,562,120.00		16,562,120.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,507,327.00	16,562,120.00		16,562,120.00		
2) Ending Balance, June 30 (E + F1e)			12,830,521.00	8,244,739.00		7,686,160.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,340,932.00	156,278.00		150,000.00		
Textbook set aside	0000	9780	1,000,000.00					
Bus replacement	0000	9780	150,000.00					
Negotiated salary increase	0000	9780	4,190,800.00					
Assigned balance - Unrestricted Lotter;	1100	9780	132.00					
Bus replacement	0000	9780		150,000.00				
Assigned balance - EPA	1400	9780		6,278.00				
Bus replacement	0000	9780				150,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,932,856.00	6,393,834.00		6,374,432.00		
Unassigned/Unappropriated Amount		9790	1,436,733.00	1,574,627.00		1,041,728.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	121,085,598.00	123,172,142.00	68,057,163.00	123,172,142.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	22,726,934.00	24,280,999.00	12,795,923.00	24,280,999.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	(352,722.00)	(352,722.00)	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	166,574.00	164,312.00	84,840.20	164,312.00	0.00	0.0%
Timber Yield Tax		8022	0.00	3.00	0.00	3.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,593.00	6,793.00	7,346.21	6,793.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	23,939,136.00	22,892,313.00	12,955,935.52	22,892,313.00	0.00	0.0%
Unsecured Roll Taxes		8042	472,658.00	524,353.00	524,051.58	524,353.00	0.00	0.0%
Prior Years' Taxes		8043	88,152.00	68,901.00	97,404.23	68,901.00	0.00	0.0%
Supplemental Taxes		8044	738,192.00	714,129.00	314,471.58	714,129.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,003,020.00	219,015.00	1,073,646.21	219,015.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	1,517,034.05	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			170,226,857.00	172,042,960.00	97,427,815.58	171,690,238.00	(352,722.00)	-0.2%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			170,226,857.00	171,042,960.00	96,427,815.58	170,690,238.00	(352,722.00)	-0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	503,867.00	503,867.00	502,097.00	503,867.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,460,765.00	2,502,827.00	820,433.31	2,502,827.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/in-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	373,182.00	2,904,982.00	1,471,526.67	2,904,982.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,337,814.00	5,911,676.00	2,794,056.98	5,911,676.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	9,100.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	55,000.00	55,000.00	25,624.72	72,083.00	17,083.00	31.1%
Interest		8660	350,000.00	350,000.00	191,251.15	350,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,036,586.00	1,631,937.00	1,359,535.00	1,638,025.00	6,088.00	0.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,441,586.00	2,036,937.00	1,585,510.87	2,060,108.00	23,171.00	1.1%
TOTAL, REVENUES			175,006,257.00	178,991,573.00	100,807,383.43	178,662,022.00	(329,551.00)	-0.2

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	57,009,636.00	56,894,606.00	31,477,186.00	57,112,589.00	(217,983.00)	-0.4%
Certificated Pupil Support Salaries		1200	5,445,711.00	5,632,560.00	3,053,244.49	5,569,502.00	63,058.00	1.1%
Certificated Supervisors' and Administrators' Salaries		1300	5,513,002.00	5,808,490.00	3,233,534.99	5,863,682.00	(55,192.00)	-1.0%
Other Certificated Salaries		1900	25,000.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			67,993,349.00	68,335,656.00	37,763,965.48	68,545,773.00	(210,117.00)	-0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,090,104.00	1,028,608.00	581,296.99	1,100,590.00	(71,982.00)	-7.0%
Classified Support Salaries		2200	5,194,560.00	5,340,435.00	3,026,465.39	5,344,635.00	(4,200.00)	-0.1%
Classified Supervisors' and Administrators' Salaries		2300	1,603,965.00	1,713,351.00	946,956.62	1,618,757.00	94,594.00	5.5%
Clerical, Technical and Office Salaries		2400	7,856,277.00	8,180,231.00	4,720,523.43	8,093,113.00	87,118.00	1.1%
Other Classified Salaries		2900	3,472,391.00	3,794,942.00	1,911,801.00	3,604,720.00	190,222.00	5.0%
TOTAL, CLASSIFIED SALARIES			19,217,297.00	20,057,567.00	11,187,043.43	19,761,815.00	295,752.00	1.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	10,530,192.00	11,390,302.00	6,186,386.13	11,386,430.00	3,872.00	0.0%
PERS		3201-3202	4,464,328.00	4,482,796.00	2,371,842.98	4,316,056.00	166,740.00	3.7%
OASDI/Medicare/Alternative		3301-3302	2,418,070.00	2,592,699.00	1,428,506.22	2,520,784.00	71,915.00	2.8%
Health and Welfare Benefits		3401-3402	8,172,916.00	12,206,309.00	6,781,747.79	12,212,010.00	(5,701.00)	0.0%
Unemployment Insurance		3501-3502	40,472.00	43,324.00	23,715.74	43,092.00	232.00	0.5%
Workers' Compensation		3601-3602	1,859,725.00	1,799,710.00	983,785.77	1,798,693.00	1,017.00	0.1%
OPEB, Allocated		3701-3702	3,237,312.00	3,408,344.00	1,870,500.68	3,393,409.00	14,935.00	0.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.90	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	27,072.00	814,043.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			31,537,058.00	36,737,527.00	19,673,558.21	36,484,517.00	253,010.00	0.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,700,000.00	0.00	0.00	700,000.00	(700,000.00)	New
Books and Other Reference Materials		4200	3,000.00	116,661.00	15,009.94	114,569.00	2,092.00	1.8%
Materials and Supplies		4300	6,164,718.00	6,923,250.00	834,588.04	5,497,643.00	1,425,607.00	-20.6%
Noncapitalized Equipment		4400	390,300.00	558,949.00	79,430.68	747,293.00	(188,344.00)	-33.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,258,018.00	7,598,860.00	929,028.66	7,059,505.00	539,355.00	7.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	4,050,000.00	4,608,000.00	1,838,565.27	4,553,000.00	55,000.00	1.2%
Travel and Conferences		5200	343,442.00	355,697.00	181,001.03	371,786.00	(16,089.00)	-4.5%
Dues and Memberships		5300	110,310.00	61,090.00	95,831.28	110,617.00	(49,527.00)	-81.1%
Insurance		5400-5450	756,684.00	1,358,668.00	1,350,785.56	1,382,284.00	(23,616.00)	-1.7%
Operations and Housekeeping Services		5500	2,775,000.00	2,776,700.00	1,389,800.29	2,846,185.00	(69,485.00)	-2.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	643,006.00	740,749.00	237,551.62	543,111.00	197,638.00	26.7%
Transfers of Direct Costs		5710	(129,505.00)	(166,689.00)	(32,771.36)	(171,403.00)	4,714.00	-2.8%
Transfers of Direct Costs - Interfund		5750	(1,227.00)	(11,854.00)	(6,587.44)	(14,224.00)	2,370.00	-20.0%
Professional/Consulting Services and Operating Expenditures		5800	5,798,705.00	6,340,080.00	3,212,374.57	6,289,775.00	50,305.00	0.8%
Communications		5900	573,570.00	562,202.00	203,923.53	549,612.00	12,590.00	2.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,919,985.00	16,624,643.00	8,470,474.35	16,460,743.00	163,900.00	1.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	16,500.00	0.00	16,500.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,412,835.00	1,412,835.00	0.00	50,000.00	1,362,835.00	96.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	60,154.00	50,155.43	55,154.00	5,000.00	8.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,432,835.00	1,489,489.00	50,155.43	121,654.00	1,367,835.00	91.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	146,257.00	146,257.00	(7,866.00)	146,257.00	0.00	0.0%
Payments to County Offices		7142	2,381,477.00	2,381,477.00	400,815.00	2,381,477.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	270,000.00	270,000.00	98,372.22	270,000.00	0.00	0.0%
Other Debt Service - Principal		7439	294,000.00	304,200.00	304,081.56	304,200.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,091,734.00	3,101,934.00	795,402.78	3,101,934.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(591,112.00)	(871,740.00)	(436.03)	(851,700.00)	(20,040.00)	2.3%
Transfers of Indirect Costs - Interfund		7350	(521,451.00)	(535,737.00)	0.00	(531,630.00)	(4,107.00)	0.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,112,563.00)	(1,407,477.00)	(436.03)	(1,383,330.00)	(24,147.00)	1.7%
TOTAL, EXPENDITURES			145,337,713.00	152,538,199.00	78,869,192.31	150,152,611.00	2,385,588.00	1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	100,000.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	830,606.00	330,606.00	0.00	325,960.00	4,646.00	1.4%
Other Authorized Interfund Transfers Out		7619	1,000,000.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,830,606.00	330,606.00	100,000.00	325,960.00	4,646.00	1.4%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(30,514,744.00)	(34,440,149.00)	0.00	(37,059,411.00)	(2,619,262.00)	7.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(30,514,744.00)	(34,440,149.00)	0.00	(37,059,411.00)	(2,619,262.00)	7.6%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(32,345,350.00)	(34,770,755.00)	(100,000.00)	(37,385,371.00)	(2,614,616.00)	7.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,659,991.00	12,471,714.00	2,888,555.09	11,871,224.00	(600,490.00)	-4.8%
3) Other State Revenue		8300-8599	4,672,503.00	5,475,075.00	3,293,369.13	4,910,483.00	(564,592.00)	-10.3%
4) Other Local Revenue		8600-8799	6,744,136.00	6,799,378.00	4,076,541.16	6,813,665.00	14,287.00	0.2%
5) TOTAL, REVENUES			20,076,630.00	24,746,167.00	10,258,465.38	23,595,372.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	15,655,705.00	18,467,761.00	9,415,500.49	18,394,923.00	72,838.00	0.4%
2) Classified Salaries		2000-2999	10,090,607.00	10,013,373.00	5,355,216.76	10,117,761.00	(104,388.00)	-1.0%
3) Employee Benefits		3000-3999	8,598,111.00	9,943,718.00	5,385,824.75	9,988,732.00	(45,014.00)	-0.5%
4) Books and Supplies		4000-4999	5,642,845.00	9,344,660.00	3,289,878.88	8,453,120.00	891,540.00	9.5%
5) Services and Other Operating Expenditures		5000-5999	9,777,986.00	11,435,489.00	4,877,128.17	14,007,682.00	(2,572,193.00)	-22.5%
6) Capital Outlay		6000-6999	235,008.00	180,728.00	105,453.96	188,594.00	(7,866.00)	-4.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	591,112.00	871,740.00	436.03	851,700.00	20,040.00	2.3%
9) TOTAL, EXPENDITURES			50,591,374.00	60,257,469.00	28,429,439.04	62,002,512.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(30,514,744.00)	(35,511,302.00)	(18,170,973.66)	(38,407,140.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	30,514,744.00	34,440,149.00	0.00	37,059,411.00	2,619,262.00	7.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			30,514,744.00	34,440,149.00	0.00	37,059,411.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(1,071,153.00)	(18,170,973.66)	(1,347,729.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,822,192.00	3,919,887.00		3,919,887.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		564,592.00	564,592.00	New
c) As of July 1 - Audited (F1a + F1b)			1,822,192.00	3,919,887.00		4,484,479.00		
d) Other Restatements		9795	0.00	(159,063.00)		(159,063.00)	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,822,192.00	3,760,824.00		4,325,416.00		
2) Ending Balance, June 30 (E + F1e)			1,822,192.00	2,689,671.00		2,977,687.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,822,192.00	2,689,671.00		2,977,687.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,120,000.00	3,126,757.00	6,757.41	3,126,757.00	0.00	0.0%
Special Education Discretionary Grants		8182	128,430.00	137,430.00	0.00	137,430.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,622,300.00	6,316,294.00	1,763,485.28	5,765,927.00	(550,367.00)	-8.7%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	481,952.00	700,046.00	435,367.00	699,797.00	(249.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	28,444.00	37,989.00	15,427.60	31,954.00	(6,035.00)	-15.9%
Title III, Part A, English Learner Program	4203	8290	821,189.00	1,374,807.00	330,243.98	1,217,132.00	(157,675.00)	-11.5%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	256,935.00	733,294.00	178,341.00	733,294.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	200,741.00	45,097.00	158,932.82	158,933.00	113,836.00	252.4%
TOTAL, FEDERAL REVENUE			8,659,991.00	12,471,714.00	2,888,555.09	11,871,224.00	(600,490.00)	-4.8%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,828.00	350,828.00	204,815.00	350,828.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materie		8560	863,712.00	947,007.00	83,295.21	947,007.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,943,183.00	3,224,059.00	2,099,625.47	3,224,059.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	66,345.00	47,188.00	8,534.97	47,188.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	448,435.00	905,993.00	897,098.48	341,401.00	(564,592.00)	-62.3%
TOTAL, OTHER STATE REVENUE			4,672,503.00	5,475,075.00	3,293,369.13	4,910,483.00	(564,592.00)	-10.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	3,714.00	4,214.00	(750.75)	4,241.00	27.00	0.6%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	71,578.00	126,320.00	60,547.91	140,580.00	14,260.00	11.3%
Tuition		8710	9,000.00	9,000.00	(5,662.00)	9,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,659,844.00	6,659,844.00	4,022,406.00	6,659,844.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,744,136.00	6,799,378.00	4,076,541.16	6,813,665.00	14,287.00	0.2%
TOTAL, REVENUES			20,076,630.00	24,746,167.00	10,258,465.38	23,595,372.00	(1,150,795.00)	-4.7

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	10,191,000.00	12,265,989.00	6,000,236.30	12,187,001.00	78,988.00	0.6%
Certificated Pupil Support Salaries		1200	4,232,022.00	4,722,821.00	2,597,181.09	4,696,003.00	26,818.00	0.6%
Certificated Supervisors' and Administrators' Salaries		1300	916,569.00	1,055,563.00	583,580.51	1,079,354.00	(23,791.00)	-2.3%
Other Certificated Salaries		1900	316,114.00	423,388.00	234,502.59	432,565.00	(9,177.00)	-2.2%
TOTAL, CERTIFICATED SALARIES			15,655,705.00	18,467,761.00	9,415,500.49	18,394,923.00	72,838.00	0.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	5,941,280.00	5,879,347.00	3,027,674.89	6,058,331.00	(178,984.00)	-3.0%
Classified Support Salaries		2200	2,365,498.00	2,411,278.00	1,370,849.21	2,433,086.00	(21,808.00)	-0.9%
Classified Supervisors' and Administrators' Salaries		2300	466,981.00	393,159.00	177,698.15	287,974.00	105,185.00	26.8%
Clerical, Technical and Office Salaries		2400	936,325.00	938,995.00	565,361.95	959,829.00	(20,834.00)	-2.2%
Other Classified Salaries		2900	380,523.00	390,594.00	213,632.56	378,541.00	12,053.00	3.1%
TOTAL, CLASSIFIED SALARIES			10,090,607.00	10,013,373.00	5,355,216.76	10,117,761.00	(104,388.00)	-1.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,325,332.00	2,722,257.00	1,466,314.90	2,739,583.00	(17,326.00)	-0.6%
PERS		3201-3202	2,190,735.00	2,154,514.00	1,149,553.99	2,158,462.00	(3,948.00)	-0.2%
OASDI/Medicare/Alternative		3301-3302	973,289.00	1,049,867.00	573,990.92	1,058,289.00	(8,422.00)	-0.8%
Health and Welfare Benefits		3401-3402	1,803,089.00	2,664,701.00	1,460,739.60	2,683,801.00	(19,100.00)	-0.7%
Unemployment Insurance		3501-3502	11,794.00	12,959.00	7,161.03	12,955.00	4.00	0.0%
Workers' Compensation		3601-3602	540,918.00	539,639.00	297,474.14	553,687.00	(14,048.00)	-2.6%
OPEB, Allocated		3701-3702	752,954.00	799,781.00	430,590.17	781,955.00	17,826.00	2.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,598,111.00	9,943,718.00	5,385,824.75	9,988,732.00	(45,014.00)	-0.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	863,712.00	613,712.00	627,103.09	733,712.00	(120,000.00)	-19.6%
Books and Other Reference Materials		4200	13,042.00	62,004.00	34,850.23	128,532.00	(66,528.00)	-107.3%
Materials and Supplies		4300	2,757,864.00	8,512,204.00	2,572,720.18	7,419,982.00	1,092,222.00	12.8%
Noncapitalized Equipment		4400	2,008,227.00	156,740.00	55,205.38	170,894.00	(14,154.00)	-9.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,642,845.00	9,344,660.00	3,289,878.88	8,453,120.00	891,540.00	9.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	5,350,623.00	6,234,068.00	2,320,510.20	7,501,368.00	(1,267,300.00)	-20.3%
Travel and Conferences		5200	420,628.00	731,211.00	146,444.90	756,561.00	(25,350.00)	-3.5%
Dues and Memberships		5300	4,000.00	4,889.00	1,263.95	2,039.00	2,850.00	58.3%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	12,000.00	12,000.00	1,420.00	12,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	241,352.00	222,250.00	63,987.09	219,575.00	2,675.00	1.2%
Transfers of Direct Costs		5710	129,505.00	166,689.00	32,771.36	171,403.00	(4,714.00)	-2.8%
Transfers of Direct Costs - Interfund		5750	37,000.00	46,000.00	25,945.89	46,302.00	(302.00)	-0.7%
Professional/Consulting Services and Operating Expenditures		5800	3,571,878.00	3,998,780.00	2,274,348.79	5,278,778.00	(1,279,998.00)	-32.0%
Communications		5900	11,000.00	19,602.00	10,435.99	19,656.00	(54.00)	-0.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			9,777,986.00	11,435,489.00	4,677,128.17	14,007,682.00	(2,572,193.00)	-22.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	5,261.00	5,260.96	5,261.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	8.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	235,000.00	175,467.00	100,193.00	183,333.00	(7,866.00)	-4.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			235,008.00	180,728.00	105,453.96	188,594.00	(7,866.00)	-4.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	591,112.00	871,740.00	436.03	851,700.00	20,040.00	2.3%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			591,112.00	871,740.00	436.03	851,700.00	20,040.00	2.3%
TOTAL, EXPENDITURES			50,591,374.00	60,257,469.00	28,429,439.04	62,002,512.00	(1,745,043.00)	-2.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	30,514,744.00	34,440,149.00	0.00	37,059,411.00	2,619,262.00	7.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			30,514,744.00	34,440,149.00	0.00	37,059,411.00	2,619,262.00	7.6%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			30,514,744.00	34,440,149.00	0.00	37,059,411.00	(2,619,262.00)	7.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	170,226,857.00	171,042,960.00	96,427,815.58	170,690,238.00	(352,722.00)	-0.2%
2) Federal Revenue		8100-8299	8,659,991.00	12,471,714.00	2,888,555.09	11,871,224.00	(600,490.00)	-4.8%
3) Other State Revenue		8300-8599	8,010,317.00	11,386,751.00	6,087,426.11	10,822,159.00	(564,592.00)	-5.0%
4) Other Local Revenue		8600-8799	8,185,722.00	8,836,315.00	5,662,052.03	8,873,773.00	37,458.00	0.4%
5) TOTAL, REVENUES			195,082,887.00	203,737,740.00	111,065,848.81	202,257,394.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	83,649,054.00	86,803,417.00	47,179,465.97	86,940,696.00	(137,279.00)	-0.2%
2) Classified Salaries		2000-2999	29,307,904.00	30,070,940.00	16,542,260.19	29,879,576.00	191,364.00	0.6%
3) Employee Benefits		3000-3999	40,135,169.00	46,681,245.00	25,059,382.96	46,473,249.00	207,996.00	0.4%
4) Books and Supplies		4000-4999	13,900,863.00	16,943,520.00	4,218,907.54	15,512,625.00	1,430,895.00	8.4%
5) Services and Other Operating Expenditures		5000-5999	24,697,971.00	28,060,132.00	13,347,602.52	30,468,425.00	(2,408,293.00)	-8.6%
6) Capital Outlay		6000-6999	1,667,843.00	1,670,217.00	155,609.39	310,248.00	1,359,969.00	81.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,091,734.00	3,101,934.00	795,402.78	3,101,934.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(521,451.00)	(535,737.00)	0.00	(531,630.00)	(4,107.00)	0.8%
9) TOTAL, EXPENDITURES			195,929,087.00	212,795,668.00	107,298,631.35	212,155,123.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(846,200.00)	(9,057,928.00)	3,767,217.46	(9,897,729.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,830,606.00	330,606.00	100,000.00	325,960.00	4,646.00	1.4%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,830,606.00)	(330,606.00)	(100,000.00)	(325,960.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,676,806.00)	(9,388,534.00)	3,667,217.46	(10,223,689.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,329,519.00	20,482,007.00		20,482,007.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		564,592.00	564,592.00	New
c) As of July 1 - Audited (F1a + F1b)			17,329,519.00	20,482,007.00		21,046,599.00		
d) Other Restatements		9795	0.00	(159,063.00)		(159,063.00)	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,329,519.00	20,322,944.00		20,887,536.00		
2) Ending Balance, June 30 (E + F1e)			14,652,713.00	10,934,410.00		10,663,847.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			1,822,192.00	2,689,671.00		2,977,687.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	5,340,932.00	156,278.00		150,000.00		
Textbook set aside	0000	9780	1,000,000.00					
Bus replacement	0000	9780	150,000.00					
Negotiated salary increase	0000	9780	4,190,800.00					
Assigned balance - Unrestricted Lottery	1100	9780	132.00					
Bus replacement	0000	9780		150,000.00				
Assigned balance - EPA	1400	9780		6,278.00				
Bus replacement	0000	9780				150,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,932,856.00	6,393,834.00		6,374,432.00		
Unassigned/Unappropriated Amount			1,436,733.00	1,574,627.00		1,041,728.00		

2019-20 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	121,085,598.00	123,172,142.00	68,057,163.00	123,172,142.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	22,726,934.00	24,280,999.00	12,795,923.00	24,280,999.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	(352,722.00)	(352,722.00)	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	166,574.00	164,312.00	84,840.20	164,312.00	0.00	0.0%
Timber Yield Tax		8022	0.00	3.00	0.00	3.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,593.00	6,793.00	7,346.21	6,793.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	23,939,136.00	22,892,313.00	12,955,935.52	22,892,313.00	0.00	0.0%
Unsecured Roll Taxes		8042	472,658.00	524,353.00	524,051.58	524,353.00	0.00	0.0%
Prior Years' Taxes		8043	88,152.00	68,901.00	97,404.23	68,901.00	0.00	0.0%
Supplemental Taxes		8044	738,192.00	714,129.00	314,471.58	714,129.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,003,020.00	219,015.00	1,073,646.21	219,015.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	1,517,034.05	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			170,226,857.00	172,042,960.00	97,427,815.58	171,690,238.00	(352,722.00)	-0.2%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			170,226,857.00	171,042,960.00	96,427,815.58	170,690,238.00	(352,722.00)	-0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,120,000.00	3,126,757.00	6,757.41	3,126,757.00	0.00	0.0%
Special Education Discretionary Grants		8182	128,430.00	137,430.00	0.00	137,430.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,622,300.00	6,316,294.00	1,763,485.28	5,765,927.00	(550,367.00)	-8.7%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	481,952.00	700,046.00	435,367.00	699,797.00	(249.00)	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	28,444.00	37,989.00	15,427.60	31,954.00	(6,035.00)	-15.9%
Title III, Part A, English Learner Program	4203	8290	821,189.00	1,374,807.00	330,243.98	1,217,132.00	(157,675.00)	-11.5%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510,							
Other NCLB / Every Student Succeeds Act	5630	8290	256,935.00	733,294.00	178,341.00	733,294.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	200,741.00	45,097.00	158,932.82	158,933.00	113,836.00	252.4%
TOTAL, FEDERAL REVENUE			8,659,991.00	12,471,714.00	2,888,555.09	11,871,224.00	(600,490.00)	-4.8%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,828.00	350,828.00	204,815.00	350,828.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	503,867.00	503,867.00	502,097.00	503,867.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	3,324,477.00	3,449,834.00	903,728.52	3,449,834.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,943,183.00	3,224,059.00	2,099,625.47	3,224,059.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	66,345.00	47,188.00	8,534.97	47,188.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	821,617.00	3,810,975.00	2,368,625.15	3,246,383.00	(564,592.00)	-14.8%
TOTAL, OTHER STATE REVENUE			8,010,317.00	11,386,751.00	6,087,426.11	10,822,159.00	(564,592.00)	-5.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	9,100.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	55,000.00	55,000.00	25,624.72	72,083.00	17,083.00	31.1%
Interest		8660	350,000.00	350,000.00	191,251.15	350,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	3,714.00	4,214.00	(750.75)	4,241.00	27.00	0.6%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,108,164.00	1,758,257.00	1,420,082.91	1,778,605.00	20,348.00	1.2%
Tuition		8710	9,000.00	9,000.00	(5,662.00)	9,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,659,844.00	6,659,844.00	4,022,406.00	6,659,844.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,185,722.00	8,836,315.00	5,662,052.03	8,873,773.00	37,458.00	0.4%
TOTAL, REVENUES			195,082,887.00	203,737,740.00	111,065,848.81	202,257,394.00	(1,480,346.00)	-0.7

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	67,200,636.00	69,160,595.00	37,477,422.30	69,299,590.00	(138,995.00)	-0.2%
Certificated Pupil Support Salaries		1200	9,677,733.00	10,355,381.00	5,650,425.58	10,265,505.00	89,876.00	0.9%
Certificated Supervisors' and Administrators' Salaries		1300	6,429,571.00	6,864,053.00	3,817,115.50	6,943,036.00	(78,983.00)	-1.2%
Other Certificated Salaries		1900	341,114.00	423,388.00	234,502.59	432,565.00	(9,177.00)	-2.2%
TOTAL, CERTIFICATED SALARIES			83,649,054.00	86,803,417.00	47,179,465.97	86,940,696.00	(137,279.00)	-0.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	7,031,384.00	6,907,955.00	3,608,971.88	7,158,921.00	(250,966.00)	-3.6%
Classified Support Salaries		2200	7,560,058.00	7,751,713.00	4,397,314.60	7,777,721.00	(26,008.00)	-0.3%
Classified Supervisors' and Administrators' Salaries		2300	2,070,946.00	2,106,510.00	1,124,654.77	1,906,731.00	199,779.00	9.5%
Clerical, Technical and Office Salaries		2400	8,792,602.00	9,119,226.00	5,285,885.38	9,052,942.00	66,284.00	0.7%
Other Classified Salaries		2900	3,852,914.00	4,185,536.00	2,125,433.56	3,983,261.00	202,275.00	4.8%
TOTAL, CLASSIFIED SALARIES			29,307,904.00	30,070,940.00	16,542,260.19	29,879,576.00	191,364.00	0.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	12,855,524.00	14,112,559.00	7,652,701.03	14,126,013.00	(13,454.00)	-0.1%
PERS		3201-3202	6,655,063.00	6,637,310.00	3,521,396.97	6,474,518.00	162,792.00	2.5%
OASDI/Medicare/Alternative		3301-3302	3,391,359.00	3,642,566.00	2,002,497.14	3,579,073.00	63,493.00	1.7%
Health and Welfare Benefits		3401-3402	9,976,005.00	14,871,010.00	8,242,487.39	14,895,811.00	(24,801.00)	-0.2%
Unemployment Insurance		3501-3502	52,266.00	56,283.00	30,876.77	56,047.00	236.00	0.4%
Workers' Compensation		3601-3602	2,400,643.00	2,339,349.00	1,281,259.91	2,352,380.00	(13,031.00)	-0.6%
OPEB, Allocated		3701-3702	3,990,266.00	4,208,125.00	2,301,090.85	4,175,364.00	32,761.00	0.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.90	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	27,072.00	814,043.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			40,135,169.00	46,681,245.00	25,059,382.96	46,473,249.00	207,996.00	0.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,563,712.00	613,712.00	627,103.09	1,433,712.00	(820,000.00)	-133.6%
Books and Other Reference Materials		4200	16,042.00	178,665.00	49,860.17	243,101.00	(64,436.00)	-36.1%
Materials and Supplies		4300	8,922,582.00	15,435,454.00	3,407,308.22	12,917,625.00	2,517,829.00	16.3%
Noncapitalized Equipment		4400	2,398,527.00	715,689.00	134,636.06	918,187.00	(202,498.00)	-28.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			13,900,863.00	16,943,520.00	4,218,907.54	15,512,625.00	1,430,895.00	8.4%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	9,400,623.00	10,842,068.00	4,159,075.47	12,054,368.00	(1,212,300.00)	-11.2%
Travel and Conferences		5200	764,070.00	1,086,908.00	327,445.93	1,128,347.00	(41,439.00)	-3.8%
Dues and Memberships		5300	114,310.00	65,979.00	97,095.23	112,656.00	(46,677.00)	-70.7%
Insurance		5400-5450	756,684.00	1,358,668.00	1,350,785.56	1,382,284.00	(23,616.00)	-1.7%
Operations and Housekeeping Services		5500	2,787,000.00	2,788,700.00	1,391,220.29	2,858,185.00	(69,485.00)	-2.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	884,358.00	962,999.00	301,538.71	762,686.00	200,313.00	20.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	35,773.00	34,146.00	19,358.45	32,078.00	2,068.00	6.1%
Professional/Consulting Services and Operating Expenditures		5800	9,370,583.00	10,338,860.00	5,486,723.36	11,568,553.00	(1,229,693.00)	-11.9%
Communications		5900	584,570.00	581,804.00	214,359.52	569,268.00	12,536.00	2.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,697,971.00	28,060,132.00	13,347,602.52	30,468,425.00	(2,408,293.00)	-8.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	21,761.00	5,260.96	21,761.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,412,843.00	1,412,835.00	0.00	50,000.00	1,362,835.00	96.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	255,000.00	235,621.00	150,348.43	238,487.00	(2,866.00)	-1.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,667,843.00	1,670,217.00	155,609.39	310,248.00	1,359,969.00	81.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	146,257.00	146,257.00	(7,866.00)	146,257.00	0.00	0.0%
Payments to County Offices		7142	2,381,477.00	2,381,477.00	400,815.00	2,381,477.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	270,000.00	270,000.00	98,372.22	270,000.00	0.00	0.0%
Other Debt Service - Principal		7439	294,000.00	304,200.00	304,081.56	304,200.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,091,734.00	3,101,934.00	795,402.78	3,101,934.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(521,451.00)	(535,737.00)	0.00	(531,630.00)	(4,107.00)	0.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(521,451.00)	(535,737.00)	0.00	(531,630.00)	(4,107.00)	0.8%
TOTAL, EXPENDITURES			195,929,087.00	212,795,668.00	107,298,631.35	212,155,123.00	640,545.00	0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	100,000.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	830,606.00	330,606.00	0.00	325,960.00	4,646.00	1.4%
Other Authorized Interfund Transfers Out		7619	1,000,000.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,830,606.00	330,606.00	100,000.00	325,960.00	4,646.00	1.4%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,830,606.00)	(330,606.00)	(100,000.00)	(325,960.00)	(4,646.00)	-1.4%

<u>Resource</u>	<u>Description</u>	<u>2019-20 Projected Year Totals</u>
5640	Medi-Cal Billing Option	207,587.00
6300	Lottery: Instructional Materials	500,000.00
7510	Low-Performing Students Block Grant	645,319.00
8150	Ongoing & Major Maintenance Account (RM,	1,624,781.00
Total, Restricted Balance		<u>2,977,687.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,999,079.00	2,058,176.00	909,399.00	2,114,250.00	56,074.00	2.7%
4) Other Local Revenue		8600-8799	1,600.00	1,600.00	1,143.12	1,600.00	0.00	0.0%
5) TOTAL REVENUES			2,000,679.00	2,059,776.00	910,542.12	2,115,850.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,119,514.00	1,281,944.00	579,065.02	1,294,582.00	(12,638.00)	-1.0%
3) Employee Benefits		3000-3999	287,149.00	361,256.00	163,271.27	353,997.00	7,259.00	2.0%
4) Books and Supplies		4000-4999	466,543.00	225,112.00	47,038.17	225,112.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	47,338.00	102,418.00	18,095.23	102,850.00	(432.00)	-0.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	80,135.00	78,435.00	0.00	78,425.00	10.00	0.0%
9) TOTAL EXPENDITURES			2,000,679.00	2,049,165.00	807,469.69	2,054,966.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			0.00	10,611.00	103,072.43	60,884.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	100,000.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	100,000.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	10,611.00	203,072.43	60,884.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	3,492.00	213,366.00		213,366.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,492.00	213,366.00		213,366.00		
d) Other Restatements								
		9795	0.00	159,063.00		159,063.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,492.00	372,429.00		372,429.00		
2) Ending Balance, June 30 (E + F1e)			3,492.00	383,040.00		433,313.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
		9712	0.00	0.00		0.00		
		9713	0.00	0.00		0.00		
		9719	0.00	0.00		0.00		
b) Restricted								
		9740	3,492.00	383,040.00		433,313.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,999,079.00	2,058,176.00	909,399.00	2,074,650.00	16,474.00	0.8%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	39,600.00	39,600.00	New
TOTAL, OTHER STATE REVENUE			1,999,079.00	2,058,176.00	909,399.00	2,114,250.00	55,074.00	2.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,600.00	1,600.00	1,143.12	1,600.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,600.00	1,600.00	1,143.12	1,600.00	0.00	0.0%
TOTAL, REVENUES			2,000,679.00	2,059,776.00	910,542.12	2,115,850.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,029,053.00	992,274.00	421,485.11	1,019,229.00	(26,955.00)	-2.7%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	15,898.00	109,663.00	63,250.18	108,429.00	1,234.00	1.1%
Clerical, Technical and Office Salaries		2400	52,852.00	77,191.00	49,283.04	82,381.00	(5,190.00)	-5.7%
Other Classified Salaries		2900	21,711.00	102,816.00	45,046.69	84,543.00	18,273.00	17.8%
TOTAL, CLASSIFIED SALARIES			1,119,514.00	1,281,944.00	579,065.02	1,294,582.00	(12,638.00)	-1.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	38,585.00	38,341.00	21,338.23	42,100.00	(3,759.00)	-9.8%
PERS		3201-3202	139,557.00	141,928.00	64,085.36	141,593.00	335.00	0.2%
OASDI/Medicare/Alternative		3301-3302	70,390.00	72,995.00	35,253.01	79,684.00	(6,689.00)	-9.2%
Health and Welfare Benefits		3401-3402	9,709.00	63,849.00	22,461.66	47,114.00	16,735.00	26.2%
Unemployment Insurance		3501-3502	557.00	569.00	284.16	622.00	(53.00)	-9.3%
Workers' Compensation		3601-3602	25,080.00	23,581.00	11,642.31	25,618.00	(2,037.00)	-8.6%
OPEB, Allocated		3701-3702	3,271.00	19,993.00	8,206.54	17,266.00	2,727.00	13.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			287,149.00	361,256.00	163,271.27	353,997.00	7,259.00	2.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	200.00	48.62	200.00	0.00	0.0%
Materials and Supplies		4300	449,043.00	207,412.00	43,574.86	207,412.00	0.00	0.0%
Noncapitalized Equipment		4400	17,500.00	17,500.00	3,414.69	17,500.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			466,543.00	225,112.00	47,038.17	225,112.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	16,513.00	50,750.00	5,367.20	50,750.00	0.00	0.0%
Dues and Memberships		5300	3,250.00	5,000.00	0.00	5,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	2,617.92	10,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	11,500.00	15,000.00	7,087.85	15,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,075.00	19,568.00	1,936.00	20,000.00	(432.00)	-2.2%
Communications		5900	0.00	2,100.00	1,086.26	2,100.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			47,338.00	102,418.00	18,095.23	102,850.00	(432.00)	-0.4%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	80,135.00	78,435.00	0.00	78,425.00	10.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			80,135.00	78,435.00	0.00	78,425.00	10.00	0.0%
TOTAL, EXPENDITURES			2,000,679.00	2,049,165.00	807,469.69	2,054,966.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	100,000.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	100,000.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	100,000.00	0.00		

Resource	Description	2019/20 Projected Year Totals
6105	Child Development: California State Preschool Program	16,747.00
6130	Child Development: Center-Based Reserve Account	223,977.00
9010	Other Restricted Local	192,589.00
Total, Restricted Balance		<u>433,313.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,990,764.00	10,490,764.00	3,169,904.22	10,460,764.00	(30,000.00)	-0.3%
3) Other State Revenue		8300-8599	699,292.00	706,594.00	252,161.99	704,594.00	(2,000.00)	-0.3%
4) Other Local Revenue		8600-8799	39,000.00	39,000.00	41,548.18	42,357.00	3,357.00	8.6%
5) TOTAL REVENUES			10,729,056.00	11,236,358.00	3,463,614.39	11,207,715.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,025,066.00	4,026,947.00	1,984,910.88	4,045,394.00	(18,447.00)	-0.5%
3) Employee Benefits		3000-3999	1,505,061.00	1,532,253.00	761,571.37	1,543,685.00	(11,432.00)	-0.7%
4) Books and Supplies		4000-4999	5,405,742.00	5,765,524.00	1,932,791.92	5,701,885.00	63,639.00	1.1%
5) Services and Other Operating Expenditures		5000-5999	152,477.00	135,269.00	44,667.79	139,837.00	(4,568.00)	-3.4%
6) Capital Outlay		6000-6999	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	441,316.00	457,302.00	0.00	453,205.00	4,097.00	0.9%
9) TOTAL EXPENDITURES			11,559,662.00	11,947,295.00	4,723,941.96	11,914,006.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(830,606.00)	(710,937.00)	(1,260,327.57)	(706,291.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	830,606.00	330,606.00	0.00	325,960.00	(4,646.00)	-1.4%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			830,606.00	330,606.00	0.00	325,960.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(380,331.00)	(1,260,327.57)	(380,331.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	380,331.00		380,331.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	380,331.00		380,331.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	380,331.00		380,331.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	9,990,764.00	9,990,764.00	3,169,904.22	9,960,764.00	(30,000.00)	-0.3%
Donated Food Commodities		8221	0.00	500,000.00	0.00	500,000.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,990,764.00	10,490,764.00	3,169,904.22	10,460,764.00	(30,000.00)	-0.3%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	699,292.00	706,594.00	252,161.99	704,594.00	(2,000.00)	-0.3%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			699,292.00	706,594.00	252,161.99	704,594.00	(2,000.00)	-0.3%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	23,000.00	23,000.00	31,670.53	25,993.00	2,993.00	13.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	9,513.84	16,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	363.81	364.00	364.00	New
TOTAL, OTHER LOCAL REVENUE			39,000.00	39,000.00	41,548.18	42,357.00	3,357.00	8.6%
TOTAL, REVENUES			10,729,056.00	11,236,358.00	3,463,614.39	11,207,715.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,668,890.00	3,662,374.00	1,777,691.42	3,683,113.00	(20,739.00)	-0.6%
Classified Supervisors' and Administrators' Salaries		2300	212,931.00	218,170.00	125,737.43	215,933.00	2,237.00	1.0%
Clerical, Technical and Office Salaries		2400	143,245.00	146,403.00	81,482.03	146,348.00	55.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,025,066.00	4,026,947.00	1,984,910.88	4,045,394.00	(18,447.00)	-0.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	804,769.00	796,931.00	377,764.24	801,466.00	(4,535.00)	-0.6%
OASDI/Medicare/Alternative		3301-3302	302,581.00	303,388.00	148,417.89	304,531.00	(1,143.00)	-0.4%
Health and Welfare Benefits		3401-3402	225,596.00	267,882.00	150,370.10	273,062.00	(5,180.00)	-1.9%
Unemployment Insurance		3501-3502	1,978.00	1,987.00	970.10	2,015.00	(28.00)	-1.4%
Workers' Compensation		3601-3602	90,530.00	82,459.00	40,020.45	83,005.00	(546.00)	-0.7%
OPEB, Allocated		3701-3702	79,607.00	79,606.00	44,028.59	79,606.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,505,061.00	1,532,253.00	761,571.37	1,543,685.00	(11,432.00)	-0.7%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	130,827.00	517,121.00	127,718.23	609,885.00	(92,764.00)	-17.9%
Noncapitalized Equipment		4400	27,000.00	27,000.00	3,171.08	27,000.00	0.00	0.0%
Food		4700	5,247,915.00	5,221,403.00	1,801,902.61	5,065,000.00	156,403.00	3.0%
TOTAL, BOOKS AND SUPPLIES			5,405,742.00	5,765,524.00	1,932,791.92	5,701,885.00	63,639.00	1.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	7,300.00	7,300.00	1,358.57	6,800.00	500.00	6.8%
Dues and Memberships		5300	3,000.00	3,000.00	2,151.64	3,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	80,700.00	55,700.00	15,229.74	55,700.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,750.00	34,665.00	8,223.05	34,665.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(47,273.00)	(49,146.00)	(26,446.30)	(47,078.00)	(2,068.00)	4.2%
Professional/Consulting Services and Operating Expenditures		5800	78,000.00	83,750.00	44,151.09	86,750.00	(3,000.00)	-3.6%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			152,477.00	135,269.00	44,667.79	139,837.00	(4,568.00)	-3.4%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			30,000.00	30,000.00	0.00	30,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	441,316.00	457,302.00	0.00	453,205.00	4,097.00	0.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			441,316.00	457,302.00	0.00	453,205.00	4,097.00	0.9%
TOTAL, EXPENDITURES			11,559,662.00	11,947,295.00	4,723,941.96	11,914,006.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	830,606.00	330,606.00	0.00	325,960.00	(4,646.00)	-1.4%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			830,606.00	330,606.00	0.00	325,960.00	(4,646.00)	-1.4%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			830,606.00	330,606.00	0.00	325,960.00		

Resource	Description	2019/20 Projected Year Totals
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCOFF Sources		8010-8099	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	3,783.82	7,500.00	7,500.00	New
5) TOTAL, REVENUES			0.00	1,000,000.00	1,003,783.82	1,007,500.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	14,976.00	10,735.30	17,750.00	(2,774.00)	-18.5%
5) Services and Other Operating Expenditures		5000-5999	0.00	95,132.00	93,089.68	95,522.00	(390.00)	-0.4%
6) Capital Outlay		6000-6999	1,000,000.00	1,268,604.00	873,640.50	1,272,940.00	(4,336.00)	-0.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,000,000.00	1,378,712.00	977,465.48	1,386,212.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(1,000,000.00)	(378,712.00)	26,318.34	(378,712.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	1,000,000.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(378,712.00)	26,318.34	(378,712.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	500,000.00	378,712.00		378,712.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			500,000.00	378,712.00		378,712.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			500,000.00	378,712.00		378,712.00		
2) Ending Balance, June 30 (E + F1e)			500,000.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	500,000.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	3,783.82	7,500.00	7,500.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	3,783.82	7,500.00	7,500.00	New
TOTAL REVENUES			0.00	1,000,000.00	1,003,783.82	1,007,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	14,976.00	10,735.30	14,976.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	2,774.00	(2,774.00)	New
TOTAL BOOKS AND SUPPLIES			0.00	14,976.00	10,735.30	17,750.00	(2,774.00)	-18.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	95,132.00	93,089.68	95,522.00	(390.00)	-0.4%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			0.00	95,132.00	93,089.68	95,522.00	(390.00)	-0.4%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	383,246.00	343,602.22	383,246.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,000,000.00	885,358.00	507,690.70	889,694.00	(4,336.00)	-0.5%
Equipment		6400	0.00	0.00	22,347.58	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CAPITAL OUTLAY			1,000,000.00	1,268,604.00	873,640.50	1,272,940.00	(4,336.00)	-0.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENDITURES			1,000,000.00	1,378,712.00	977,465.48	1,386,212.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	1,000,000.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,000,000.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,000,000.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20</u> <u>Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,200.00	1,200.00	788.60	1,200.00	0.00	0.0%
5) TOTAL REVENUES			1,200.00	1,200.00	788.60	1,200.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,200.00	1,200.00	788.60	1,200.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,200.00	1,200.00	788.60	1,200.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	126,848.00	128,568.00		128,568.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			126,848.00	128,568.00		128,568.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			126,848.00	128,568.00		128,568.00		
2) Ending Balance, June 30 (E + F1e)			128,048.00	129,768.00		129,768.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	128,048.00	129,768.00		129,768.00		
Assigned balance - iPad Insurance	0000	9780	128,048.00					
Assigned balance - iPad Insurance	0000	9780		129,768.00				
Assigned balance - iPad Insurance	0000	9780				129,768.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,200.00	1,200.00	788.60	1,200.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,200.00	1,200.00	788.60	1,200.00	0.00	0.0%
TOTAL REVENUES			1,200.00	1,200.00	788.60	1,200.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20</u> <u>Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	800,000.00	800,000.00	167,519.16	800,000.00	0.00	0.0%
5) TOTAL, REVENUES			800,000.00	800,000.00	167,519.16	800,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,169,251.00	2,691,251.00	1,949,505.41	2,691,251.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	215,568.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	53,582,038.00	36,573,424.00	13,985,255.73	36,573,424.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	159,868.65	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			54,751,289.00	39,264,675.00	16,310,197.79	39,264,675.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(53,951,289.00)	(38,464,675.00)	(16,142,678.63)	(38,464,675.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	10,778,409.00	10,778,409.00	10,778,409.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(53,951,289.00)	(27,686,266.00)	(5,364,269.63)	(27,686,266.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	53,951,289.00	27,686,266.00		27,686,266.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)								
			53,951,289.00	27,686,266.00		27,686,266.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)								
			53,951,289.00	27,686,266.00		27,686,266.00		
2) Ending Balance, June 30 (E + F1e)								
			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	800,000.00	800,000.00	164,989.16	800,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	2,550.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			800,000.00	800,000.00	167,539.16	800,000.00	0.00	0.0%
TOTAL, REVENUES			800,000.00	800,000.00	167,539.16	800,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	693,586.00	1,236,586.00	752,751.51	1,236,586.00	0.00	0.0%
Noncapitalized Equipment		4400	475,665.00	1,454,665.00	1,196,753.90	1,454,665.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,169,251.00	2,691,251.00	1,949,505.41	2,691,251.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	215,568.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	215,568.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	246,254.00	149,042.00	14,156.96	149,042.00	0.00	0.0%
Land Improvements		6170	72,668.00	83,168.00	6,741.80	83,168.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	49,537,907.00	35,282,041.00	13,931,691.97	35,282,041.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	3,725,209.00	1,059,173.00	32,665.00	1,059,173.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			53,582,038.00	36,573,424.00	13,985,255.73	36,573,424.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	159,868.65	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	159,868.65	0.00	0.00	0.0%
TOTAL, EXPENDITURES			54,751,289.00	39,264,675.00	16,310,197.79	39,264,675.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	10,778,409.00	10,778,409.00	10,778,409.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	0.00
Total, Restricted Balance		<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFE Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	907,650.00	907,650.00	901,131.76	907,650.00	0.00	0.0%
5) TOTAL, REVENUES			907,650.00	907,650.00	901,131.76	907,650.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	123,889.00	137,087.00	126,288.33	137,087.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	473,656.00	471,854.00	471,853.63	471,854.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			597,545.00	608,941.00	598,141.96	608,941.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			310,105.00	298,709.00	302,989.80	298,709.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			310,105.00	298,709.00	302,989.80	298,709.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	7,979,271.00	8,564,860.00		8,564,860.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,979,271.00	8,564,860.00		8,564,860.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,979,271.00	8,564,860.00		8,564,860.00		
2) Ending Balance, June 30 (E + F1e)			8,289,376.00	8,863,569.00		8,863,569.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			8,289,376.00	8,863,569.00		8,863,569.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	250,000.00	250,000.00	396,241.78	250,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	157,650.00	157,650.00	51,432.58	157,650.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	500,000.00	500,000.00	453,457.40	500,000.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			907,650.00	907,650.00	901,131.76	907,650.00	0.00	0.0%
TOTAL, REVENUES			907,650.00	907,650.00	901,131.76	907,650.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	123,889.00	129,453.00	119,539.40	129,453.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	7,634.00	6,748.93	7,634.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			123,889.00	137,087.00	126,288.33	137,087.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	158,256.00	142,954.00	142,953.63	142,954.00	0.00	0.0%
Other Debt Service - Principal		7439	315,400.00	328,900.00	328,900.00	328,900.00	0.00	0.0%
TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)			473,656.00	471,854.00	471,853.63	471,854.00	0.00	0.0%
TOTAL EXPENDITURES			597,545.00	608,941.00	598,141.96	608,941.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	8,863,569.00
Total, Restricted Balance		<u>8,863,569.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
4) Other Local Revenue		8600-8799	194,000.00	194,000.00	58,978.54	194,000.00	0.00	0.0%
5) TOTAL, REVENUES			194,000.00	10,972,409.00	10,837,387.54	10,972,409.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			194,000.00	10,972,409.00	10,837,387.54	10,972,409.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(10,778,409.00)	(10,778,409.00)	(10,778,409.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			194,000.00	194,000.00	58,978.54	194,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	9,584,234.00	9,608,957.00		9,608,957.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,584,234.00	9,608,957.00		9,608,957.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,584,234.00	9,608,957.00		9,608,957.00		
2) Ending Balance, June 30 (E + F1e)			9,778,234.00	9,802,957.00		9,802,957.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			9,778,234.00	9,802,957.00		9,802,957.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	194,000.00	194,000.00	58,978.54	194,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			194,000.00	194,000.00	58,978.54	194,000.00	0.00	0.0%
TOTAL REVENUES			194,000.00	10,972,409.00	10,837,387.54	10,972,409.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	10,778,409.00	10,778,409.00	10,778,409.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Disposal of Capital Assels		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	(10,778,409.00)	(10,778,409.00)	(10,778,409.00)		

Resource	Description	2019/20 Projected Year Totals
7710	State School Facilities Projects	9,802,957.00
Total, Restricted Balance		9,802,957.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	111,367.00	98,649.00	53,431.17	98,649.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,983,142.00	14,299,568.00	8,864,989.19	14,299,568.00	0.00	0.0%
5) TOTAL REVENUES			15,094,509.00	14,398,217.00	8,918,420.36	14,398,217.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	17,032,200.00	17,032,200.00	16,535,475.99	17,032,200.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			17,032,200.00	17,032,200.00	16,535,475.99	17,032,200.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,937,691.00)	(2,633,983.00)	(7,617,055.63)	(2,633,983.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
b) Transfers Out		7600-7629	129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,937,691.00)	(2,633,983.00)	(7,617,055.63)	(2,833,983.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	14,934,249.00	15,496,808.00		15,496,808.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)								
			14,934,249.00	15,496,808.00		15,496,808.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)								
			14,934,249.00	15,496,808.00		15,496,808.00		
2) Ending Balance, June 30 (E + F1e)								
			12,996,558.00	12,862,825.00		12,862,825.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
		9740	12,996,558.00	12,862,825.00		12,862,825.00		
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	111,367.00	98,649.00	49,228.28	98,649.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	4,202.89	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			111,367.00	98,649.00	53,431.17	98,649.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes Voted Indebtedness Levies								
Secured Roll		8611	14,158,580.00	13,283,015.00	7,856,392.56	13,283,015.00	0.00	0.0%
Unsecured Roll		8612	696,562.00	786,553.00	779,888.16	786,553.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	64,556.15	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	95,109.71	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCOFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	128,000.00	230,000.00	69,042.61	230,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,983,142.00	14,299,568.00	8,864,989.19	14,299,568.00	0.00	0.0%
TOTAL REVENUES			15,094,509.00	14,398,217.00	8,918,420.36	14,398,217.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	5,952,573.00	5,952,573.00	5,952,572.65	5,952,573.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	11,079,627.00	11,079,627.00	10,582,903.34	11,079,627.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			17,032,200.00	17,032,200.00	16,535,475.99	17,032,200.00	0.00	0.0%
TOTAL, EXPENDITURES			17,032,200.00	17,032,200.00	16,535,475.99	17,032,200.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			129,071.00	134,854.00	0.00	134,854.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20 Projected Year Totals</u>
9010	Other Restricted Local	12,862,825.00
Total, Restricted Balance		<u>12,862,825.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	4,421,078.00	38,395.38	4,421,078.00	0.00	0.0%
5) TOTAL, REVENUES			4,421,078.00	4,421,078.00	38,395.38	4,421,078.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	4,000,939.00	3,613,066.00	2,114,440.32	3,613,066.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			4,000,939.00	3,613,066.00	2,114,440.32	3,613,066.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			420,139.00	808,012.00	(2,076,044.94)	808,012.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			420,139.00	808,012.00	(2,076,044.94)	808,012.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	9,831,556.00	9,903,216.00		9,903,216.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,831,556.00	9,903,216.00		9,903,216.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,831,556.00	9,903,216.00		9,903,216.00		
2) Ending Net Position, June 30 (E + F1e)			10,251,695.00	10,711,228.00		10,711,228.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	10,251,695.00	10,711,228.00		10,711,228.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	67,740.00	67,740.00	38,395.38	67,740.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	4,353,338.00	4,353,338.00	0.00	4,353,338.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,421,078.00	4,421,078.00	38,395.38	4,421,078.00	0.00	0.0%
TOTAL, REVENUES			4,421,078.00	4,421,078.00	38,395.38	4,421,078.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,000,939.00	3,613,066.00	2,114,440.32	3,613,066.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			4,000,939.00	3,613,066.00	2,114,440.32	3,613,066.00	0.00	0.0%
TOTAL, EXPENSES			4,000,939.00	3,613,066.00	2,114,440.32	3,613,066.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2019/20</u> <u>Projected Year Totals</u>
9010	Other Restricted Local	10,711,228.00
Total, Restricted Net Position		<u>10,711,228.00</u>

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form A1, Lines A4 and C4)	Percent Change	Status
Current Year (2019-20)				
District Regular	15,603.79	15,603.79		
Charter School	0.00	0.00		
Total ADA	15,603.79	15,603.79	0.0%	Met
1st Subsequent Year (2020-21)				
District Regular	15,175.99	15,175.99		
Charter School				
Total ADA	15,175.99	15,175.99	0.0%	Met
2nd Subsequent Year (2021-22)				
District Regular	14,888.83	14,888.83		
Charter School				
Total ADA	14,888.83	14,888.83	0.0%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2019-20)				
District Regular	15,730	15,730		
Charter School				
Total Enrollment	15,730	15,730	0.0%	Met
1st Subsequent Year (2020-21)				
District Regular	15,434	15,434		
Charter School				
Total Enrollment	15,434	15,434	0.0%	Met
2nd Subsequent Year (2021-22)				
District Regular	15,102	15,102		
Charter School				
Total Enrollment	15,102	15,102	0.0%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	16,173	16,822	
Charter School			
Total ADA/Enrollment	16,173	16,822	96.1%
Second Prior Year (2017-18)			
District Regular	15,984	16,599	
Charter School			
Total ADA/Enrollment	15,984	16,599	96.3%
First Prior Year (2018-19)			
District Regular	15,603	16,133	
Charter School	0		
Total ADA/Enrollment	15,603	16,133	96.7%
		Historical Average Ratio:	96.4%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	96.9%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form A1, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2019-20)				
District Regular	15,176	15,730		
Charter School	0			
Total ADA/Enrollment	15,176	15,730	96.5%	Met
1st Subsequent Year (2020-21)				
District Regular	14,889	15,434		
Charter School				
Total ADA/Enrollment	14,889	15,434	96.5%	Met
2nd Subsequent Year (2021-22)				
District Regular	14,578	15,102		
Charter School				
Total ADA/Enrollment	14,578	15,102	96.5%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range:

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2019-20)	172,042,960.00		
1st Subsequent Year (2020-21)	172,407,683.00	171,394,163.00	-0.6%	Met
2nd Subsequent Year (2021-22)	175,751,075.00	174,569,605.00	-0.7%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	128,803,400.36	155,557,924.75	82.8%
Second Prior Year (2017-18)	138,325,701.43	158,443,492.93	87.3%
First Prior Year (2018-19)	141,120,320.24	169,231,015.27	83.4%
	Historical Average Ratio:		84.5%

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	81.5% to 87.5%	81.5% to 87.5%	81.5% to 87.5%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2019-20)	124,792,105.00	150,152,611.00	83.1%	Met
1st Subsequent Year (2020-21)	124,062,452.00	138,076,585.00	89.9%	Not Met
2nd Subsequent Year (2021-22)	124,132,836.00	137,146,969.00	90.5%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

This data is pulled from the MYP, and the MYP includes budget adjustments on line 10 of \$11,289,719 for FY20-21, and an additional \$1,000,000 (total 2-year cut of \$12,289,719) for FY21-22. A portion of these cuts will be made in salaries and benefits, which will bring our salaries and benefits within the standard of 81.5% to 87.5%.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2019-20)	12,471,714.00	11,871,224.00	-4.8%	No
1st Subsequent Year (2020-21)	12,845,865.00	12,043,224.00	-6.2%	Yes
2nd Subsequent Year (2021-22)	13,205,550.00	11,871,224.00	-10.1%	Yes

Explanation:
(required if Yes)

In FY20-21, the district expects to receive one-time funding of \$172,000 for an ESSA CI grant for Haydock School. This funding is not expected to continue in FY21-22.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2019-20)	11,386,751.00	10,822,159.00	-5.0%	No
1st Subsequent Year (2020-21)	8,196,588.00	7,957,853.00	-2.9%	No
2nd Subsequent Year (2021-22)	8,426,093.00	7,957,853.00	-5.6%	Yes

Explanation:
(required if Yes)

In FY19-20, revenue for the Low Performing Student Block Grant (Resource 7510), and Williams Emergency Grant (Resource 6225), are included. These amounts are removed from Other State Revenue in FY20-21 and FY21-22. Other State Revenue is projected to be flat (no increase or decrease) from FY20-21 to FY21-22.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2019-20)	8,826,168.00	8,873,773.00	0.5%	No
1st Subsequent Year (2020-21)	8,678,953.00	8,473,773.00	-2.4%	No
2nd Subsequent Year (2021-22)	8,921,964.00	8,473,773.00	-5.0%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2019-20)	16,938,534.00	15,512,625.00	-8.4%	Yes
1st Subsequent Year (2020-21)	13,889,597.00	15,512,625.00	11.7%	Yes
2nd Subsequent Year (2021-22)	12,500,638.00	15,512,625.00	24.1%	Yes

Explanation:
(required if Yes)

On the MYP, rather than accounting for budget reductions within each major object code for FY20-21 and FY21-22, the district has instead aggregated the total amount of projected budget cuts on Line 10 of the MYP.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2019-20)	28,064,382.00	30,468,425.00	8.6%	Yes
1st Subsequent Year (2020-21)	23,012,792.00	30,468,425.00	32.4%	Yes
2nd Subsequent Year (2021-22)	20,711,514.00	30,468,425.00	47.1%	Yes

Explanation:
(required if Yes)

On the MYP, rather than accounting for budget reductions within each major object code for FY20-21 and FY21-22, the district has instead aggregated the total amount of projected budget cuts on Line 10 of the MYP.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2019-20)	32,684,633.00	31,567,156.00	-3.4%	Met
1st Subsequent Year (2020-21)	29,721,406.00	28,474,850.00	-4.2%	Met
2nd Subsequent Year (2021-22)	30,553,607.00	28,302,850.00	-7.4%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2019-20)	45,002,916.00	45,981,050.00	2.2%	Met
1st Subsequent Year (2020-21)	36,902,389.00	45,981,050.00	24.6%	Not Met
2nd Subsequent Year (2021-22)	33,212,152.00	45,981,050.00	38.4%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

In FY20-21, the district expects to receive one-time funding of \$172,000 for an ESSA CI grant for Haydock School. This funding is not expected to continue in FY21-22.

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

In FY19-20, revenue for the Low Performing Student Block Grant (Resource 7510), and Williams Emergency Grant (Resource 6225), are included. These amounts are removed from Other State Revenue in FY20-21 and FY21-22. Other State Revenue is projected to be flat (no increase or decrease) from FY20-21 to FY21-22.

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

On the MYP, rather than accounting for budget reductions within each major object code for FY20-21 and FY21-22, the district has instead aggregated the total amount of projected budget cuts on Line 10 of the MYP.

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

On the MYP, rather than accounting for budget reductions within each major object code for FY20-21 and FY21-22, the district has instead aggregated the total amount of projected budget cuts on Line 10 of the MYP.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	5,932,790.79	5,932,905.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		5,932,905.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.5%	3.8%	4.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.2%	1.3%	1.4%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2019-20)	(8,875,960.00)	150,478,571.00	5.9%	Not Met
1st Subsequent Year (2020-21)	282,077.00	138,276,585.00	N/A	Met
2nd Subsequent Year (2021-22)	574,859.00	137,346,969.00	N/A	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

The District is experiencing planned deficit spending in the current year. The District has identified expenditure cuts in out years, to curtail deficit spending.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2019-20)		10,663,847.00	Met
1st Subsequent Year (2020-21)		7,968,237.00	Met
2nd Subsequent Year (2021-22)		8,543,096.00	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2019-20)		15,379,303.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, If available.)	15,176	14,876	14,565
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	212,481,083.00	201,564,623.00	201,297,596.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	212,481,083.00	201,564,623.00	201,297,596.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,374,432.49	6,046,938.69	6,038,927.88
6. Reserve Standard - by Amount (\$69,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	6,374,432.49	6,046,938.69	6,038,927.88

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	6,374,432.00	6,046,939.00	6,038,928.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1,041,728.00	1,651,298.00	2,234,168.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	7,416,160.00	7,698,237.00	8,273,096.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.49%	3.82%	4.11%
District's Reserve Standard (Section 10B, Line 7):	6,374,432.49	6,046,938.69	6,038,927.88
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2019-20)	(34,440,149.00)	(37,059,411.00)	7.6%	2,619,262.00	Not Met
1st Subsequent Year (2020-21)	(30,370,005.00)	(36,471,029.00)	20.1%	6,101,024.00	Not Met
2nd Subsequent Year (2021-22)	(31,303,410.00)	(40,069,605.00)	28.0%	8,766,195.00	Not Met
1b. Transfers In, General Fund *					
Current Year (2019-20)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2020-21)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2019-20)	330,606.00	325,960.00	-1.4%	(4,646.00)	Met
1st Subsequent Year (2020-21)	200,000.00	200,000.00	0.0%	0.00	Met
2nd Subsequent Year (2021-22)	200,000.00	200,000.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns
Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Reflects the continued needs of Special Education on the General Fund.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first Interim projections that may impact the general fund operational budget.

Project Information:
(required If YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extraced data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

Yes

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?

No

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	9	General Fund	General Fund	3,376,539
Certificates of Participation	28	Developer Fee/General Fund	Developer Fee/General Fund	11,174,000
General Obligation Bonds	27	Debt Service	Debt Service	262,301,666
Supp Early Retirement Program	3	General Fund	General Fund	2,442,129
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2019
TOTAL:				279,294,334

Type of Commitment (continued)	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Capital Leases	399,297	402,454	407,017	412,908
Certificates of Participation	633,656	631,854	631,854	631,854
General Obligation Bonds	15,667,197	15,765,425	15,719,519	15,718,000
Supp Early Retirement Program	814,043	814,043	814,043	814,043
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2018-19) Annual Payment (P & I)	Current Year (2019-20) Annual Payment (P & I)	1st Subsequent Year (2020-21) Annual Payment (P & I)	2nd Subsequent Year (2021-22) Annual Payment (P & I)
Total Annual Payments:	17,514,193	17,613,776	17,572,433	17,576,805
Has total annual payment increased over prior year (2018-19)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Annual obligations for General Obligation Bonds have increased due to a local facilities bond measure passed in November 2016 with bond issuance in March 2017.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

Yes

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

2. OPEB Liabilities

a. Total OPEB liability
b. OPEB plan(s) fiduciary net position (if applicable)
c. Total/Net OPEB liability (Line 2a minus Line 2b)

	First Interim (Form 01CSI, Item S7A)	Second Interim
a.	81,160,496.00	81,160,496.00
b.	9,903,216.00	9,903,216.00
c.	71,257,280.00	71,257,280.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2019	Jun 30, 2019

e. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

	First Interim (Form 01CSI, Item S7A)	Second Interim
a.	4,307,724.00	4,307,724.00
	4,249,564.00	4,249,564.00
	4,205,944.00	4,205,944.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

4,307,724.00	4,272,236.00
4,249,564.00	4,249,564.00
4,205,944.00	4,205,944.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

4,400,693.00	4,400,693.00
4,083,125.00	4,083,125.00
4,273,096.00	4,273,096.00

d. Number of retirees receiving OPEB benefits
Current Year (2019-20)
1st Subsequent Year (2020-21)
2nd Subsequent Year (2021-22)

246	246
246	246
246	246

4. Comments:

3.a. Amounts are from an alternative measurement method, not an actuarially determined contribution (ADC).

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 1b-4)

No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
 - Current Year (2019-20)
 - 1st Subsequent Year (2020-21)
 - 2nd Subsequent Year (2021-22)
- b. Amount contributed (funded) for self-insurance programs
 - Current Year (2019-20)
 - 1st Subsequent Year (2020-21)
 - 2nd Subsequent Year (2021-22)

First Interim (Form 01CSI, Item S7B)	Second Interim

4. Comments:

--

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period
 Were all certificated labor negotiations settled as of first interim projections?
 If Yes, complete number of FTEs, then skip to section S8B.
 If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	900.3	886.5	854.5	838.5

1a. Have any salary and benefit negotiations been settled since first interim projections?
 If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
 If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
 If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?
 If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?
 If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

879,213

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

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Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
10,502,374	10,035,334	9,801,814
capped at \$14,595	capped at \$14,595	capped at \$14,595
2.0%	4.5%	2.3%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
1,121,768	1,085,768	1,084,055
0.2%	-3.2%	-0.2%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?
If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	833.0	767.5	763.5	761.5

1a. Have any salary and benefit negotiations been settled since first interim projections?
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?
If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
One Year Agreement			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>
Multiyear Agreement			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
7. Amount included for any tentative salary schedule increases	<input type="text"/>	<input type="text"/>	<input type="text"/>

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
3,799,793	3,751,685	3,727,631
capped at \$12,027	capped at \$12,027	capped at \$12,027
less than .5%	-1.3%	-0.6%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
382,750	380,512	385,094
1.2%	-5.8%	1.2%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?
If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

No

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2018-19)	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	82.0	75.0	75.0	75.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

Yes

Negotiations Settled Since First Interim Projections

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year (may enter text, such as "Reopener")

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

122,972

4. Amount included for any tentative salary schedule increases

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	817,342	817,342	817,342
Percent of H&W cost paid by employer	capped at \$12,011	capped at \$12,011	capped at \$12,011
Percent projected change in H&W cost over prior year	less than .5%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
Cost of step & column adjustments	166,012	166,253	170,525
Percent change in step and column over prior year	1.2%	1.3%	1.3%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Current Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
Total cost of other benefits	45,490	45,490	45,490
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- | | |
|--|----------------------------------|
| A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No) | <input type="text" value="No"/> |
| A2. Is the system of personnel position control independent from the payroll system? | <input type="text" value="No"/> |
| A3. Is enrollment decreasing in both the prior and current fiscal years? | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year? | <input type="text" value="No"/> |
| A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/> |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees? | <input type="text" value="Yes"/> |
| A7. Is the district's financial system independent of the county office system? | <input type="text" value="No"/> |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.) | <input type="text" value="No"/> |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months? | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.
A9: New superintendent as of July 1, 2019.

End of School District Second Interim Criteria and Standards Review

**Multi-Year Projection Assumptions
2019-20 Second Interim Budget**

Planning Factor	2019-20	2020-21	2021-22
Estimated Funded ADA (Average Daily Attendance)	15,661.81	15,234.01	14,946.85
Funded UPP (Unduplicated Pupil Percentage)	86.58%	86.92%	89.00%
Step & Column	1.50%	1.50%	1.50%
Statutory/Estimated COLA	3.26%	2.29%	2.71%
STRS Employer Statutory Rates	17.10%	18.40%	18.10%
PERS Employer Projected Rates	19.721%	22.80%	24.90%
Lottery - Unrestricted per ADA	\$153	\$153	\$153
Lottery - Prop 20 per ADA	\$54	\$54	\$54
Mandated Block Grant per ADA	\$32.18	\$32.92	\$33.81
CPI	3.09%	2.99%	2.89%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			

These planning factors are based on the latest SSC Dashboard for the 2020-21 January Governor's Budget Proposal.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	170,690,238.00	-0.17%	170,394,163.00	1.86%	173,569,605.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	5,911,676.00	-42.83%	3,379,876.00	0.00%	3,379,876.00
4. Other Local Revenues	8600-8799	2,060,108.00	-19.42%	1,660,108.00	0.00%	1,660,108.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(37,059,411.00)	-0.50%	(36,875,485.00)	10.34%	(40,687,761.00)
6. Total (Sum lines A1 thru A5c)		141,602,611.00	-2.15%	138,558,662.00	-0.46%	137,921,828.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				68,545,773.00		67,137,960.00
b. Step & Column Adjustment				992,187.00		989,069.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,400,000.00)		(1,200,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	68,545,773.00	-2.05%	67,137,960.00	-0.31%	66,927,029.00
2. Classified Salaries						
a. Base Salaries				19,761,815.00		19,906,772.00
b. Step & Column Adjustment				294,189.00		298,602.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(149,232.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	19,761,815.00	0.73%	19,906,772.00	1.50%	20,205,374.00
3. Employee Benefits	3000-3999	36,484,517.00	1.46%	37,017,720.00	-0.05%	37,000,433.00
4. Books and Supplies	4000-4999	7,059,505.00	0.00%	7,059,505.00	0.00%	7,059,505.00
5. Services and Other Operating Expenditures	5000-5999	16,460,743.00	0.00%	16,460,743.00	0.00%	16,460,743.00
6. Capital Outlay	6000-6999	121,654.00	-46.57%	65,000.00	0.00%	65,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,101,934.00	0.00%	3,101,934.00	0.00%	3,101,934.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,383,330.00)	0.00%	(1,383,330.00)	0.00%	(1,383,330.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	325,960.00	-38.64%	200,000.00	0.00%	200,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(11,289,719.00)		(12,289,719.00)
11. Total (Sum lines B1 thru B10)		150,478,571.00	-8.11%	138,276,585.00	-0.67%	137,346,969.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(8,875,960.00)		282,077.00		574,859.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1c)		16,562,120.00		7,686,160.00		7,968,237.00
2. Ending Fund Balance (Sum lines C and D1)		7,686,160.00		7,968,237.00		8,543,096.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	150,000.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,374,432.00		6,046,939.00		6,038,928.00
2. Unassigned/Unappropriated	9790	1,041,728.00		1,651,298.00		2,234,168.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		7,686,160.00		7,968,237.00		8,543,096.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,374,432.00		6,046,939.00		6,038,928.00
c. Unassigned/Unappropriated	9790	1,041,728.00		1,651,298.00		2,234,168.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)						
		7,416,160.00		7,698,237.00		8,273,096.00

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The assumptions used to determine the projections for the first and second subsequent fiscal years, are included on a separate attachment.

B1d Explanation:

The adjustment of (\$2,400,000) in FY20-21 represents a reduction of 32 classroom teachers (estimated at an annual salary of \$75,000 each), due to declining enrollment. The adjustment of (\$1,200,000) in FY21-22 represents a reduction of an additional 18 classroom teachers, due to declining enrollment.

B2d Explanation:

The adjustment of (\$149,232) in FY20-21 represents a reduction of 4 classified office positions at school sites, due to declining enrollment.

B10 Explanation:

Other adjustments of (\$11,289,719) in FY20-21, represent budget reductions that the District must make in order to remain fiscally solvent. At the time of this report, the Board is still considering the specific reductions it will approve, to meet this level of reduction. The majority of the reductions under consideration are staffing reductions, both certificated and classified; other reductions under consideration include cancellation or reduction of outside contracts for services, and reductions to instructional technology. The Board is expected to approve a specific reduction plan at its March 18, 2020 meeting. Other adjustments of (\$12,289,719) in FY21-22, represent a compounding/carry forward of the cuts made in FY20-21, plus additional reductions planned in FY21-22 totaling \$1,000,000.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	11,871,224.00	1.45%	12,043,224.00	-1.43%	11,871,224.00
3. Other State Revenues	8300-8599	4,910,483.00	-6.77%	4,577,977.00	0.00%	4,577,977.00
4. Other Local Revenues	8600-8799	6,813,665.00	0.00%	6,813,665.00	0.00%	6,813,665.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	37,059,411.00	-0.50%	36,875,485.00	10.34%	40,687,761.00
6. Total (Sum lines A1 thru A5c)		60,654,783.00	-0.57%	60,310,351.00	6.04%	63,950,627.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				18,394,923.00		18,670,847.00
b. Step & Column Adjustment				275,924.00		280,063.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	18,394,923.00	1.50%	18,670,847.00	1.50%	18,950,910.00
2. Classified Salaries						
a. Base Salaries				10,117,761.00		10,269,527.00
b. Step & Column Adjustment				151,766.00		154,043.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,117,761.00	1.50%	10,269,527.00	1.50%	10,423,570.00
3. Employee Benefits	3000-3999	9,988,732.00	9.07%	10,895,162.00	2.51%	11,168,645.00
4. Books and Supplies	4000-4999	8,453,120.00	0.00%	8,453,120.00	0.00%	8,453,120.00
5. Services and Other Operating Expenditures	5000-5999	14,007,682.00	0.00%	14,007,682.00	0.00%	14,007,682.00
6. Capital Outlay	6000-6999	188,594.00	-25.77%	140,000.00	-32.14%	95,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	851,700.00	0.00%	851,700.00	0.00%	851,700.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		62,002,512.00	2.07%	63,288,038.00	1.05%	63,950,627.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(1,347,729.00)		(2,977,687.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		4,325,416.00		2,977,687.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		2,977,687.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	2,977,687.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,977,687.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E 1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The assumptions used to determine the projections for the first and second subsequent fiscal years, are included on a separate attachment.

Changes in Federal Revenue:

In FY20-21, the district expects to receive one-time funding of \$172,000 for an ESSA CI grant for Haydock School.

Changes in Other State Revenues:

In FY19-20, revenue for the Low Performing Student Block Grant (Resource 7510), and Williams Emergency Grant (Resource 6225), are included. These amounts are removed from Other State Revenue in FY20-21 and FY21-22.

Ending Fund Balance:

A restricted EFB of \$2,977,687 is anticipated for FY19-20. It is expected the district will spend down this balance to zero in FY20-21 (spending from restricted sources).

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCF/Revenue Limit Sources	8010-8099	170,690,238.00	-0.17%	170,394,163.00	1.86%	173,569,605.00
2. Federal Revenues	8100-8299	11,871,224.00	1.45%	12,043,224.00	-1.43%	11,871,224.00
3. Other State Revenues	8300-8599	10,822,159.00	-26.47%	7,957,853.00	0.00%	7,957,853.00
4. Other Local Revenues	8600-8799	8,873,773.00	-4.51%	8,473,773.00	0.00%	8,473,773.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		202,257,394.00	-1.68%	198,869,013.00	1.51%	201,872,455.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				86,940,696.00		85,808,807.00
b. Step & Column Adjustment				1,268,111.00		1,269,132.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,400,000.00)		(1,200,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	86,940,696.00	-1.30%	85,808,807.00	0.08%	85,877,939.00
2. Classified Salaries						
a. Base Salaries				29,879,576.00		30,176,299.00
b. Step & Column Adjustment				445,955.00		452,645.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(149,232.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	29,879,576.00	0.99%	30,176,299.00	1.50%	30,628,944.00
3. Employee Benefits	3000-3999	46,473,249.00	3.10%	47,912,882.00	0.53%	48,169,078.00
4. Books and Supplies	4000-4999	15,512,625.00	0.00%	15,512,625.00	0.00%	15,512,625.00
5. Services and Other Operating Expenditures	5000-5999	30,468,425.00	0.00%	30,468,425.00	0.00%	30,468,425.00
6. Capital Outlay	6000-6999	310,248.00	-33.92%	205,000.00	-21.95%	160,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,101,934.00	0.00%	3,101,934.00	0.00%	3,101,934.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(531,630.00)	0.00%	(531,630.00)	0.00%	(531,630.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	325,960.00	-38.64%	200,000.00	0.00%	200,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(11,289,719.00)		(12,289,719.00)
11. Total (Sum lines B1 thru B10)		212,481,083.00	-5.14%	201,564,623.00	-0.13%	201,297,596.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(10,223,689.00)		(2,695,610.00)		574,859.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		20,887,536.00		10,663,847.00		7,968,237.00
2. Ending Fund Balance (Sum lines C and D1)		10,663,847.00		7,968,237.00		8,543,096.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	2,977,687.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	150,000.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,374,432.00		6,046,939.00		6,038,928.00
2. Unassigned/Unappropriated	9790	1,041,728.00		1,651,298.00		2,234,168.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		10,663,847.00		7,968,237.00		8,543,096.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,374,432.00		6,046,939.00		6,038,928.00
c. Unassigned/Unappropriated	9790	1,041,728.00		1,651,298.00		2,234,168.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		7,416,160.00		7,698,237.00		8,273,096.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.49%		3.82%		4.11%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		15,176.08		14,876.01		14,565.15
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		212,481,083.00		201,564,623.00		201,297,596.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		212,481,083.00		201,564,623.00		201,297,596.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,374,432.49		6,046,938.69		6,038,927.88
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,374,432.49		6,046,938.69		6,038,927.88
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

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Second Interim
2019-20 Original Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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3/6/2020 10:25:19 AM

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Second Interim
2019-20 Board Approved Operating Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

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IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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Second Interim
2019-20 Actuals to Date
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

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- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

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3/6/2020 10:28:56 AM

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Second Interim
2019-20 Projected Totals
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
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IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: A Cashflow Worksheet in Excel format (other than Form CASH) is included with the 2019-20 Second Interim Budget Report.

Checks Completed.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 1, 2020

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

There will be no minutes to approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 1, 2020

Agenda Section: Section F: Board Policies, First Reading

Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

No Board policies will be approved at this meeting.

ADDITIONAL MATERIALS:

Attached: